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LAW AND LIFE.

There is not a man alive unaffected by the law, not a lawyer on the rolls untroubled by life. Law and Life, Life and Law, the two words are almost interchangeable.

The SATURDAY REVIEW has recently initiated under the general title of "Law and Life" a new occasional feature, contributed by an eminent lawyer, dealing with various aspects of the law and its changes as they affect the ordinary man and woman. This feature does not appear regularly but whenever occasion demands.

The SATURDAY REVIEW stands resolutely for personal liberty. In an age in which encroaching Bureaucracy and the rule of Interference are slowly and insidiously robbing the Englishman of his freedom, the "SATURDAY" holds a watching brief for Liberty. Certain well-known cases have lately brought this aspect of our national life into peculiar prominence. Vigorous comment on all of these will be found in the leading articles and notes of the SATURDAY REVIEW.

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Current Topics.

The Police and Confiscated Money.

ALTHOUGH ex-Station Sergeant GODDARD'S demurrer to the English information as being the appropriate procedure by the Crown in respect of its claim to the money deposited by GODDARD in various safe deposits was overruled, Mr. Justice ROWLATT expressed his views on one aspect of the case in no uncertain words. The Crown had no right, said his lordship, either through the police or through anybody else, to seize in advance any money which represented, or was believed to represent, bribes. It seemed that the action of the police authorities in retaining that money after the close of criminal proceedings, and retaining an amount above the existing fine, and, indeed, independently of the fine, might open their action to question as a matter of law. And at the conclusion of his judgment he added that if he found in the action pending by GODDARD against Lord BYNG, the Commissioner of Police, that money had been held back when there was little or no hope of establishing a case, held back merely because the police had an impression in their minds that it must be the proceeds of bribes, then it might have an effect on the costs. The matter being *sub judice* no more can be said, except perhaps to recall that at the hearing of the criminal prosecution at the Old Bailey GODDARD gave evidence to the effect that some of the money he possessed he had obtained by business ventures and by successful horse-racing betting. It is now for the Crown, on its own evidence, to prove what further money claims it has against GODDARD.

Reckless Identification.

IN *Hegdis* v. *Rose* [1929] (*Times*, 23rd July), an important pronouncement was made by Mr. Justice ACTON: "He was prepared to accept that, if a person were kept in custody, because of reckless identification, or identification in bad faith, by another person, an action for damages would lie." The jury in the particular instance found for the defendant, who is stated to have identified a dark man, with no gold tooth, as the accused, who had been described as "fair, clean shaven, slightly bald and with a gold tooth," a mistake which indicates considerable carelessness. The real vice of identification in many cases is that the witness, instead of picking out the individual whom he recognises or believes he recognises as *the* man, picks out the individual in the group who most resembles the one the witness is seeking. It is a trick of the mind which needs careful guarding against, but it is the melancholy fact that the persons most liable to error are the very ones who are mentally incapable of attempting to check the processes by which they arrive at a conclusion. That there is a legal remedy available in extreme cases of negligent or reckless identification, is to the good, though there is the usual drawback that many of the offenders are not worth powder and shot.

A Curious Will Case.

A CURIOUS and interesting will case (no official report of which, however, is likely to appear, as it ended in an agreed settlement) came to a close before CLAUSON, J., in the Chancery Division on the 9th inst., when an order was made staying further proceedings, in *Re Gilbert deceased; Crisp* v. *Parker*. The case related to the estate of a nonagenarian lady who died in Birmingham in May, 1921, after making a will with her expiring breath in which she appointed the plaintiff and defendant her co-executors, and directed the plaintiff to distribute the whole of her estate "in accordance with my known wishes." The testatrix, who had lived for many years a solitary life in company only with a niece (who died herself very soon afterwards) left an estate of some £18,000. The question immediately arose as to *whose* knowledge of her wishes might properly be taken into account; and an originating summons was taken out by the plaintiff in order to obtain a decision upon that point and the directions of the court. An affidavit by the plaintiff gave the state of his knowledge as only extending to about one sixth part of the whole estate. The court, postponing the legal point, ordered an inquiry as to next of kin. Now, eight years later, a compromise has been effected *without the legal point having been decided at all!!* The old lady would seem to have had a mania for making wills, no less than nine such were found among her belongings, some complete but others only in draft; and the plaintiff—a bank cashier whom she had consulted from time to time about her affairs—was named with other legatees in several of these wills but declined to take any legacy whatever. Innumerable claimants from all parts of the world made themselves known and ultimately, after prolonged investigations, the case came before ASTBURY, J., in April, 1928, when that learned judge made a suggestion for settlement on the basis of the contents of several of the later wills added to the personal knowledge of the plaintiff.

"According to My Known Wishes."

THERE IS little doubt that a very interesting precedent would have been recorded in the above-mentioned case had it been fought out with an interpretation by the court at the finish. The case law bearing on the points is rather limited, and it might well have been in this particular set of circumstances that the court would have pronounced an intestacy—at least in so far as the plaintiff was unable to state his own knowledge of the instructions of the testatrix. The general principles touching parol evidence in these cases were laid down in *Re Gardom* [1914], where EVE, J., at p. 669, said that parol evidence must prove three things: first, that the testatrix at the time of making her will had determined the particular manner in which the residue was to be disposed of; secondly, that she had communicated her determination to the plaintiffs at or before the making of the will; and thirdly, that the plaintiffs, either avowedly or by some other means,

have accepted the trust. The whole subject of trusts of this description was dealt with recently by the House of Lords in *Blackwell* v. *Blackwell* [1929] A.C. 318, where the decision in *Re Fleetwood* (1880), 15 Ch.D. 594, was affirmed and followed. Reference to these cases will suffice to give the interested reader a full view of the law arising in such a case as *Re Gilbert ; Crisp* v. *Parker*.

Dying Depositions: Russell Gurney's Act.

"DYING" DEPOSITIONS may be used either in the conditions laid down by the Criminal Justice Act, 1925, or in those laid down by the Criminal Law Amendment Act, 1867, but it is preferable to take them under the latter, provided that the conditions can be fulfilled, as they are admissible then, whether taken by the committing magistrate or by some other. Ordinarily a deposition is admissible only if taken by the committing magistrate, see *R.* v. *Rees and Milson* (1888), *The Times*, 20th December. There is a curious misreading current of the Criminal Law Amendment Act, 1867 (known as Russell Gurney's Act), s. 6. The names of all persons present are added, i.e., those of doctor, nurse, police officer, etc., but "the names of the persons (if any) present" has reference to accused persons. The section, although never so used, contemplates the case of taking a deposition where no person has yet been accused of the crime to which it relates. This is clearly shown by a later reference to the "trial of any offender *or offence*." The conclusion of the section very successfully masks the intention evident in the first part of it, and the section wants re-drafting. It is time we had a new Criminal Procedure Act where it could take its place.

Proof of Loan.

IN A standard work we read that "in an action for money lent, the plaintiff will have to prove the loan of his money," a statement which is not quite the truism as it at first appears. To prove the payment of money to the defendant is not sufficient by itself, for in such a case the presumption is that the money has been paid in liquidation of an antecedent debt ; the plaintiff must go further and prove that the money was paid as a loan, and this may be established, among other ways, by showing an application by the defendant to borrow money at the particular time, coupled with the payment to him by the plaintiff. English law places no restrictions in the way of the person seeking to establish that a payment made by him to another was by way of loan. Scots law, on the other hand, as we are reminded by the case of *Peddie* v. *Gilbert*, reported at p. 210 of the Sheriff Court Reports, included in the current number of the *Scottish Law Review*, adopts a different attitude to this question ; it limits the mode of proof of a loan to the writ or oath of the alleged borrower, unless indeed the amount of the loan sued for does not exceed £100 Scots (£8 6s. 8d. sterling) in which case the loan may be established by parol evidence. By writ in this connexion is meant any kind of writing, for example, a letter, from which may be gathered that money passed as a loan. In the case in question the plaintiff was held entitled to rely on the whole of the correspondence between him and the defendant, and the court spelt out therefrom an admission that money passed not by way of gift or in payment of a debt but by way of loan. There is something to be said in favour of Scots procedure in this matter, but more in favour of our English system which permits a plaintiff to establish his cause of action by any mode of proof. In each country the plaintiff has to make out his case to the satisfaction of the court.

"Objects connected with a Church" — Whether Charitable.

THE CASE of *Re Bain*, C.A., reported in *The Times* on 19th July, was one of a charitable bequest on the border-line of validity, a fact clearly appearing from the conflict of opinion between the judges. EVE, J., had held that the bequest, which was one of residue, to "the Vicar of St. Alban's Church, Brook-street, Holborn, for such objects connected with the church as he shall think fit," was void as not technically charitable, his decision being reported 45 T.L.R. 302. The Court of Appeal (Lord HANWORTH, M.R., and LAWRENCE, L.J., RUSSELL, L.J., dissenting) reversed his decision. Lord HANWORTH, M.R., in his judgment quoted *Re White* [1893] 2 Ch. 41, in which a testator, intending to leave money to certain religious societies, had written "to the following religious societies, viz."—and had left a blank. KEKEWICH, J., held that a religious society was not necessarily a charitable object, but was over-ruled by the Court of Appeal. In *Dunne* v. *Byrne* [1912] A.C. 407, on which EVE, J., had appeared principally to rely, Lord MACNAGHTEN threw doubt on *Re White*, holding that gifts for "objects most conducive for the good of religion" were not necessarily for religious purposes. In *Re Davidson* [1909] 1 Ch. 567, the wording was "religious or other societies"—a much easier case to decide, and the gift was held void by SWINFEN-EADY, J., and all the judges in the Court of Appeal. The Court of Appeal in the present case no doubt applied the principle of giving a "benignant" construction to a charitable bequest (as was done in *Bruce* v. *Deer* (1867), L.R., 1 Sc. & D. 96), so that, if possible, it shall be validated rather than rendered void. The case indicates the care necessary to frame valid charitable bequests. A nice question might be raised, on which no comment was made in the Court of Appeal, as to whether a judge ought to distinguish between the practice and usages of one church and another in construing such a bequest. In the course of the hearing before EVE, J., he indicated that he knew a good deal about the somewhat stormy history of St. Alban's, and suggested in his judgment that "the Church might be engineering an agitation against this or that revised prayer-book." Possibly he was entitled to take judicial notice of facts found in a reported case, *Re Mackonochie* (1881), 6 A.C. 424, but it would not follow that the present incumbent was contumacious or the church a storm-centre. And the fact that it exercises enormous activities amongst the poor, both strictly charitable and otherwise, is one that at least should not tell against it.

Income Tax Deducted from Wife's Maintenance.

WE ARE told in the daily press that the Brighton justices were "puzzled" by "a novel point in matrimonial law," the point being whether the husband could deduct income tax from a wife's weekly sum ordered by justices for her maintenance. The justices are reported to have allowed him to deduct the tax. But the point is not novel. Income tax cannot be deducted from alimony granted by the Divorce Court, see *Frankfort* v. *Frankfort* (1845), 4 Notes of Cases, 280 ; *Cobb* v. *Cobb* (No. 2) [1900] P. 294 ; and it follows, we suggest, both in law and sense, that the smaller amounts which can be granted by justices are subject to the same rule.

Factory Act Fallacies.

JUSTICES FREQUENTLY either misunderstand the law regulating factories, or are misled by subconscious bias to react against provisions which seem to some too grandmotherly. The Lord Chief Justice recently was a little sarcastic as to justices who "had found that the shafting was safe for a great number of people who did not go near it." With a delightful touch of judicial humour he ordained that the appellant company, having taken "a very bad point which they ought to have known could not be successful," should pay the costs, although they had not appeared to resist the appeal. The Lord Chief was equally severe on the fallacy that "factory inspectors were to be the forum to decide whether the Acts had been complied with." All too often the fact that an inspector has made no complaint, perhaps because he has failed to observe the breach of the law, is used as relieving the accused of liability. Of course, factory owners, like us all, are presumed to know the law and to neglect its requirements at their peril. A cannot escape punishment for an offence merely because B did not point out A's liability to punishment.

Criminal Law and Police Court Practice.

An unusual Situation.—A curious case of a man who, having succeeded in his appeal against sentence was re-arrested, and, on the same facts, sentenced to a longer term of imprisonment, is reported from Westmorland.

The facts were these: The prisoner was sentenced to twenty months for indecent assault, at the Assizes. The original indictment had been for rape, but the grand jury had marked the indictment "No true Bill for rape," and "A true Bill for indecent assault (aggravated)." The Court of Criminal Appeal quashed that conviction on the ground that there had been no indictment for indecent assault and the indictment for rape had gone.

He was re-arrested and committed to Quarter Sessions. There, his counsel raised the issue of whether a person could be tried twice for the same offence. Counsel for the Crown submitted that, in fact, there had been no trial.

Judge Eustace Hills, K.C., who presided, directed the jury to find for the Crown upon that point. Having done so, the jury were dismissed and a new jury empanelled to hear the charge. The prisoner was sentenced to two years' imprisonment with hard labour. He called from the dock, "I shall appeal."

The point he will have to meet, if he does appeal, is that he was never really in peril at his first trial; that there being no indictment in existence, he was not properly tried at all, and the whole proceedings were a nullity.

Vanishing Prisons.—The old Derby prison, erected in 1826, at a cost of £65,000, was withdrawn at auction last week and afterwards purchased privately. Its grounds cover six acres.

This brief announcement is more than an item of news. It is a sign of the times. Thanks to a number of causes, it has been found possible in recent years to reduce considerably the number of prisons in this country. Some have been closed and sold, others converted into Borstal institutions. A higher standard of living and conduct, more ample provisions for the relief of unemployment, and a diminution in drunkenness have had a good deal to do with it. We shall probably be not far wrong, however, if we attribute the improvement in great measure to the more humane penal methods of modern times by which a bold policy of reform and optimism has replaced the old hopelessness and repression.

The Prosecutor as Juror.—It is always interesting to contrast our own methods of procedure with those of other countries. The reader of "The Trial of Mary Dugan," is hardly less interested in the amazing irregularities of the proceedings (from an English point of view) and the business-like terseness of "Objection!" "Sustained!" than in the well-concealed secret of the plot.

In a Paris trial just concluded, the victim of an alleged attempt to murder, after recounting the incidents of the shooting, received the court's permission to add a few words, and said: "If I were on the jury I should vote for an acquittal." He explained that others were more responsible than the accused (it appeared to be a political crime that was alleged), and then evoked applause by appealing to the accused to be a good Frenchman and by saying that he had no wish to break up his home!

The jury duly acquitted the accused, who thanked them for their verdict. The foreman replied that it was the wounded man whom he should thank.

This kind of emotional appeal and expression of opinion may add the dramatic touch to the trial and appeal to the artistic sense of the participants and the audience. The interests of justice, however, are better served by the studiously calm, matter-of-fact methods of the English courts. So much has been recently acknowledged by an eminent French journalist who studied our criminal procedure with the express purpose of comparing it with that of his own country.

The Companies Act, 1929.

By ARTHUR STIEBEL, M.A., Barrister-at-Law (Registrar, Companies—Winding Up—Department, and Author of "Stiebel's Company Law and Precedents").

(*Continued from p.* 477.)—V.

Register of Members.—Companies must keep in one or more books a register of members. They must enter therein (1) the names and addresses and occupations, if any, of the members, and in the case of a company having a share capital a statement of the shares held by each member, distinguishing each share by its number, and of the amount paid or considered as paid on the shares of each member; (2) the date at which each person was entered in the register as a member; and (3) the date at which any person ceased to be a member.

There are provisions also if the company has converted any of its shares into stock, or has issued share warrants.

In future, a company having more than fifty members will, unless the register of members is in such a form as to constitute in itself an index, have to keep an index of members of the company. This index may be in the form of a card index, and must, as regards each member, contain a sufficient indication to enable the account of that member in the register to be readily found. The register of members and the index must be kept at the registered office of the company, and except when closed, in accordance with the provisions of the Act, will be open to inspection and copies of the register can be required from the company.

If any inspection or copy is refused, the court may make an order for immediate inspection, or direct the copies to be sent. These provisions also apply in the case of an annual return. The court is empowered to rectify the register in cases where the name of a person is without sufficient cause entered on or omitted from the register, or default is made or unnecessary delay takes place in entering on the register the fact of any person having ceased to be a member. In complicated cases, the court may require an action to be brought, but in ordinary cases this section provides a simple remedy.

No notice of trust may be entered on the register or be receivable by the Registrar in the case of English companies. The effect of this is, that if a member charges his shares in favour of anyone other than the company the company is in no way responsible to the chargee. On the other hand, where the company has been informed the shares are charged, it cannot by disregarding the information get priority for a charge in its own favour.

Dominion Register.—The Act provides for a dominion register instead of a colonial register. A company having a share capital, whose objects comprise the transaction of business in any part of His Majesty's Dominions outside Great Britain, the Channel Islands, or the Isle of Man, may cause to be kept in any such part of His Majesty's Dominions in which it transacts business, a branch register of members resident in that part, called a dominion register.

Notice must be given to the Registrar of Companies of the situation of the office where any such register is kept and of any change in its situation or of its discontinuance within fourteen days after the opening, change or discontinuance of such office.

Such a register may be rectified by the court having jurisdiction in that part of His Majesty's Dominions where the register is kept, and offences may be prosecuted before a tribunal in such place.

An instrument of transfer of a share registered in a dominion register, other than such a register kept in Northern Ireland, will be deemed to be a transfer of property situate out of the United Kingdom, and, unless executed in any part of the United Kingdom, will be exempt from stamp duty chargeable in Great Britain.

It will be observed that the present provisions as to exemption from death duties, in the case of shares on such a register, have not been repeated, but it is thought that a

member registered in a dominion register will, if he dies domiciled out of Great Britain, not be liable to death duties on such shares.

The provisions of the sections relating to a dominion register can be extended by Order in Council to foreign countries in which, for the time being His Majesty has jurisdiction, and also to territories under His Majesty's protection.

Further, if by virtue of the law in force in any of His Majesty's Dominions outside Great Britain companies incorporated under that law have power to keep in Great Britain branch registers of their members resident in Great Britain, an Order in Council may be made applying the provisions of the Act as to inspection and rectification of registers to any such branch register.

For the purposes of this section, the expression "His Majesty's Dominions" includes any territory which is under His Majesty's protection or in respect of which a mandate under the League of Nations has been accepted by His Majesty.

Annual Return.—Companies having a share capital must at least once in each year, make a return containing a list of all persons who, on the fourteenth day after the first or only ordinary general meeting in the year, are members of the company, and of all persons who have ceased to be members since the date of the last return, or, in the case of the first return, of the incorporation of the company.

It will be necessary in the annual return to state the registered office of the company and a number of particulars, some of which are new. The annual return will be in the form in the Sixth Schedule to the Act. An annual return will in future also be required from companies not having a share capital, but in such case the particulars required are few, and there need be no list of members.

Except in the case of private companies which comply with the provisions of their articles, and of certain assurance companies, a balance sheet must be included in the annual return. Such balance sheet must be a true copy of the last balance sheet which has been audited by the company's auditors and must include all documents required to be annexed thereto. There must also be a copy of the report of the auditors thereon, and if any such balance sheet is in a foreign language there must be annexed a translation thereof in English, certified in the prescribed manner to be a correct translation. If the last balance sheet did not comply with the requirements of the law, corrections must be made on the copy which forms part of the annual return, and the fact that the copy has been so amended must be stated thereon.

A private company must send with its annual return a certificate that it has not, since the date of the last return, issued any invitation to the public to subscribe for its shares or debentures, and, where the annual return discloses the fact that the number of members of the company is more than fifty, a certificate must also be sent stating that the excess consists of persons who are employees of the company or ex-employees who were members during their employment and have continued to be so since.

Meetings and Proceedings.—A general meeting of every company must be held once at least in every calendar year, and not more than fifteen months after the holding of the last preceding general meeting. The court may call a meeting if this provision has not been complied with.

Companies limited by shares and companies limited by guarantee and having a share capital, must within a period of not less than one month nor more than three months from the date at which the company is entitled to commence business, hold a general meeting of the members, which is called "the statutory meeting," and a report called "the statutory report" must be delivered to the members at least seven days before the meeting is held. A fine is imposed on directors who fail to comply with this provision. A private company is not required to hold a statutory meeting.

Directors must also cause a meeting to be held on the request of members holding not less than one-tenth of such of the paid-up capital of the company as carries the right of voting at the general meetings of the company, or, in the case of a company not having a share capital, members representing not less than one-tenth of the voting rights of all members having a right to vote at general meetings of the company.

If directors do not within twenty-one days after a requisition has been deposited call such a meeting, the requisitionists, or any of them representing more than half of the total rights of all of them may themselves convene a meeting. Expenses incurred by requisitionists under this provision will be repayable by the company, and any sum so repaid will be retained by the company out of any monies due or to become due from the company by way of fees or other remuneration in respect of their services to such of the directors as were in default.

In the case of a meeting at which a resolution is to be proposed as a special resolution, the directors will be deemed not to have duly convened the meeting if the notice required in the case of a special resolution has not been given.

The manner of calling and conducting meetings and the votes conferred by the shares or any class of them are matters for the articles—but the Act contains provisions to fill up gaps in articles on these matters. These provisions differ from those now in force. The most important change is that the court is given the power to order a meeting to be called, held and conducted in such manner as it thinks fit, in cases where it is impracticable to call a meeting or to conduct a meeting in the regular manner.

A corporation may, if it is a member of another corporation which is a company within the meaning of the Act, by resolution of its directors or other governing body, authorise such person as it thinks fit to act as its representative at any meeting of the company or at any meeting of any class of members of the company. A representative may also be appointed for meetings of creditors including debenture-holders.

A resolution will be an extraordinary resolution when it has been passed by a majority of not less than three-fourths of such members, as being entitled so to do, vote in person, or where proxies are allowed, by proxy, at a general meeting of which notice specifying the intention to propose the resolution as an extraordinary resolution has been duly given.

A special resolution will, in future, not require two meetings. It is put on exactly the same footing as an extraordinary resolution, except that at least twenty-one days' notice must be given; but if all the members entitled to attend and vote at any such meeting so agree, a resolution may be proposed and passed as a special resolution at a meeting of which less than twenty-one days' notice has been given.

There is some variation in the provisions as to demanding a poll on such resolutions.

Under the present law, copies of special and extraordinary resolutions must be registered and embodied in copies of the articles which are issued after they are passed, and where articles have not been registered must be forwarded to members on payment of a certain sum. These provisions will, in future, apply not merely to special and extraordinary resolutions, but also to class resolutions and agreements, and to resolutions and agreements which have been agreed to by all the members, but which, but for such agreement, would have required some special majority. They will also apply to all resolutions for voluntary winding-up. There is also a provision that, where a resolution is passed at an adjourned meeting, it is to be deemed to be passed at the actual date on which it is passed.

Minutes must be kept of all proceedings of general meetings of the company and of the directors or managers, and minutes of proceedings at general meetings must be kept at the registered office of the company in a book which must be open to inspection of members; members are entitled, on payment, to be furnished with a copy of such minutes. The court has power to order an immediate inspection and copies to be sent.

(To be continued.)

The Irish Free State and Appeals to His Majesty in Council.

THE present position of litigants who wish to appeal to His Majesty in Council (i.e., the "Judicial Committee") from the Irish Free State courts is deserving of attention on the part of the profession in this country.

The constitution of the Irish Free State was enacted by the passing, in the Imperial Parliament at Westminster, of the Irish Free State Constitution Act, 1922, and by the passing, in *Dail Eireann* (the Irish Free State Parliament) of a parallel statute. Article 66 of this Constitution gives finality to decisions of the Supreme Court of the Free State, subject to this important proviso: that nothing in the Constitution is to impair the right of a subject to apply for leave to appeal to the King in Council, or the right of His Majesty to grant such leave. There is little doubt that this proviso was regarded, during the passage of the Constitution into law, as a "link of Empire," and as a safeguard for persons who valued the Imperial connexion. But in its practical working the proviso has not, up to the present, achieved those objects.

In the case of *Lynam* v. *Butler* [1924] the effect of a provision in the Land Act of the Free State Legislature came before the Free State Supreme Court, and on petition to His Majesty in Council, leave to appeal from that court was granted. Whilst the hearing by the Judicial Committee was still pending, a Bill was introduced into the Free State Parliament in order to declare the law upon the point which was then at issue. The Bill was promptly passed into law, and thus rendered nugatory any further proceedings in the appeal.

A similar case has recently arisen, and formed the subject of a letter which appeared in last week's issue of THE SOLICITORS' JOURNAL—*The Performing Right Society* v. *The Bray Urban District Council*. Three years ago a band in the employment of the district council included in its programme of music two items, the copyright of which was vested in the Society, a London company. The Society applied to the High Court at Dublin for an injunction, which was granted by Mr. Justice JOHNSTON, but on appeal to the Supreme Court the decision of the court below was reversed. The Society then applied for leave to appeal to the King in Council. This leave was granted on the ground that the case was of more than domestic importance; shortly stated, the question at issue was whether or not the Imperial Copyright Act, 1911, was in full force in the Irish Free State from the date when the treaty between Great Britain and Ireland came into force in March, 1922, until the passing by the Irish Free State Parliament of the Industrial and Commercial Property (Protection) Act, 1927, or whether a "juristic vacuum" existed during that period. The appeal has not yet been heard, but in the meantime a Government Bill has been introduced in the Free State Parliament and has passed the report stage in the Senate, with the apparent object of declaring the law of copyright as being, and having been, that for which the Performing Right Society are contending in their appeal. The Bill contains, however, a clause which, if passed in its present form, will place the Society in the position that, although they may succeed on their appeal to the Judicial Committee, they will be debarred from enforcing any "remedy or relief, whether by way of damages, injunction, costs, expenses or otherwise." On the other hand, if the Society fail in their appeal, the respondents will be entitled to recover their costs.

The policy of the Irish Free State Government in the matter of appeals to the Privy Council is well known and has often been announced—"to get rid of the prerogative of the Crown, or, in the alternative, to let it stand, with an understanding that appeals to the Privy Council would tend to become less and less." Sir JOHN KEANE told the Government in the Senate that the more honest course would be to cancel Art. 66 of the Constitution. There may be arguments for as well as against this policy, though it is hard to reconcile it with the continuance of the Imperial connexion. But in the meantime the position of the litigant is impossible. "While the grass grows, the horse starves."

The Maintenance and Repair of Bridges.

SOME important changes in the law relating to the maintenance and repair of bridges have been made during the present year by the passing of the Local Government Act, 1929 (19 Geo. V, ch. 17), and the Bridges Act, 1929 (19 & 20 Geo. V, ch. 33). The former only deals incidentally with the subject in Part III ("Roads and Town Planning"), excluding bridges as shown hereafter, but the latter inaugurates changes which are likely to have important results for the public benefit generally by making possible the improvement of bridges and viaducts which has become a matter of urgent importance in view of the tremendous development of road transport during recent years.

There is a good deal of interesting legal history attaching to bridges, and although the statutory enactments relating to bridges ultimately became merged in those relating to highways generally, there was a time when bridges were the subject of separate legislation. The Statute of Bridges, 1530 (22 Hen. VIII, ch. 5), intituled "An Acte concerning the amendemente of Bridges in Highe Wayes," provided that non-repair of bridges could be dealt with by indictment at quarter sessions; apart from that it was merely a re-statement of the existing common law. The Highways and Bridges Act, 1670 (22 Car. II, ch. 12), of which only part of one section remains, and the Statute of Bridges, 1702 (1 Anne, ch. 12), amending the Statute of 1530, represent the ancient law. Thereafter a series of statutes all termed County Bridges Acts passed in 1740, 1803 (Lord Ellenborough's Act), 1812, 1814, 1815, 1841 and 1880 (the last two being to provide loans), lead up to the modern law embodied in recent legislation.

The Local Government Act, 1929 (Part III), which gives effective general control of highways to the county councils and sets up a new classification of roads, specifically excludes county bridges from the term "roads" (s. 32 (6)) in reference to the right reserved to certain urban district councils to continue to maintain county roads; but by s. 35 power is given to county councils to delegate road functions to district councils, which functions may (subject to certain conditions—*vide infra*) include the functions of maintenance, repair and improvement of *inter alia*—

> "(c) all or any of the county bridges within the district or such part of the district as is within the county."

But the county council is to have "unfettered discretion" in the matter (sub-s. (3)) and application must be made to the county council by any district council desirous of having these functions delegated to them within three months from the commencement of the Act. By this time, therefore, that part of the matter will have been settled, and the responsibility for maintenance of bridges will have been allocated. Section 38 contains the necessary saving provision as to the continuance of existing liability of persons or bodies of persons (other than highway authorities) for repair and maintenance, and includes bridges carrying the highway in the term "highway."

So much for the Local Government Act, 1929. Its provisions so far as they relate to bridges are, as will be seen, more in the nature of adaptation to the new system of highway control than of legal change. The effective developments of the law will be found in the Bridges Act, 1929, the preamble of which indicates its objects quite precisely:—

> "An Act to enable highway authorities and the owners of bridges carrying public carriage roads to make agreements with respect to the maintenance, improvement, reconstruction, and transfer of such bridges, and of the approaches thereto and the roads carried thereby . . ."

The Act applies to "bridges or viaducts by which a public carriage road is carried over any railway, canal, river, creek, watercourse, marsh or other place where water flows or is collected, or any ravine or other depression, not being bridges or viaducts for the maintenance and repair of which a highway authority is responsible." It therefore leaves all bridges and viaducts at present under the control of local authorities still under that control, but provides effectively for the re-construction and repair of all bridges at present under private ownership and/or control—thus going to the root of the greatest obstacle standing at present in the way of bridge improvement generally. And this is how improvement is to be effected. First of all, gentle persuasion is to be tried. By s. 2 :—

"A highway authority may agree with the owner of a bridge :—

"(*a*) for the payment by the highway authority of contributions towards the cost of the maintenance, improvement, or reconstruction of the bridge, or the road carried thereby, or the approaches thereto ;

"(*b*) for the transfer to the highway authority, on such terms as may be agreed, of the responsibility for the maintenance and improvement of the road carried by the bridge or the approaches thereto ;

"(*c*) for the transfer to the highway authority, on such terms as may be agreed, of the property in the bridge and the road carried thereby and the approaches thereto, and of all or any rights and obligations attaching to such bridge, road or approaches."

By s. 3 power is given to the Minister of Transport to make orders for the reconstruction, maintenance and repair of bridges. The section is very wide in its terms and substantially affects the owners of private bridges :—

"If the owner of a bridge, or a highway authority, considers that the bridge is or may be, by reason of its construction, position, or state of repair, dangerous or unsuitable for the requirements of road traffic as then existing or the anticipated development thereof, or that the responsibility for the maintenance and improvement of the road carried by the bridge or the approaches thereto should for any reason be transferred from the owner to a highway authority, the owner or authority may apply to the Minister for an order to provide for the reconstruction or improvement, or maintenance of the bridge or road carried thereby or the approaches thereto."

Before making any order under this section (such order, in any event, must comply with the details following in sub-s. (2), which needs to be examined carefully by all concerned), the Minister of Transport must, where a bridge crosses tidal lands, consult the Board of Trade, and any order made must include such provisions as that Board may deem necessary. No order, however, may be made under this section with respect to *any bridge to which the right of taking tolls is attached.*

One other provision, sub-s. (7), should be noted. It says that an order made under this section shall be final and have effect as if enacted in this Act. That is of interest to all who are concerned with the advances now being made in departmental legislation. It means, in effect, that the Minister of Transport may make any order he likes under this section without submitting it to Parliament at all.

Railway companies and dock authorities are dealt with specially in s. 4. The effect of the section is that as regards such bridges, the order shall not direct alterations or repairs to be carried out otherwise than by the owners themselves, nor transfer the property in the structure to any highway authority. Other provisions of a similar protective character are added with the object of preventing undue interference with railway and canal traffic.

The costs of carrying out repairs and reconstruction under any order of the Ministry of Transport are to be dealt with by arbitration in the event of failure to agree between the parties concerned—subject to certain portions being in any event defrayed by the highway authorities. Reference to arbitration will be within the Arbitration Act, 1889, subject to the modifications that (*a*) the reference shall be, unless otherwise agreed, to a single arbitrator appointed by the President of the Institution of Civil Engineers ; and (*b*) the arbitrator shall, if required, state his award wholly or in part, in the form of a special case for the opinion of the High Court.

Rules of procedure relating to all matters dealt with by the statute, and to the holding of inquiries, are to be made by the Minister, but are to be laid before Parliament. The Manchester Ship Canal bridges are exempt from the Act.

A Conveyancer's Diary.

Avoiding Rule in *Howe* v. *Dartmouth.*

An interesting point arose in the recent case of *Re Sullivan, Dunkley* v. *Sullivan* (1929), W.N. 199. A testator by his will, after making certain bequests, disposed of the whole of his residuary personal estate, together with royalties in respect of certain musical copyrights to his trustees, upon trust to pay the income thereof to his wife for life, and after her death, in trust for all or any of his children or remoter issue. The testator died in 1928, leaving a widow, but no children or remoter issue.

There was, therefore, a trust for the widow during her life and an intestacy as to the interests to take effect subject to her life interest.

It followed that as between the widow and those entitled on an intestacy subject to her life interest, the rule in *Howe* v. *Earl of Dartmouth* (1802), 7 Ves. 137, applied. That rule is too well known to need repetition here. The effect of it (for present purposes) is that as between the tenant for life and those entitled in remainder, where wasting securities are concerned, the tenant for life is not entitled to the whole income, but only to such part thereof as would have been produced by the proceeds of sale if the property had been sold, calculated on the basis of interest at the rate of 4 per cent. per annum on the amount which would have resulted from a sale.

Now it seems clear enough that royalties are "wasting securities," and, consequently, under the rule the tenant for life under the trust created by the will would only have been entitled to interest at 4 per cent. upon the sum which could be obtained by a sale thereof or, of course, if sold, to the income actually accruing from the proceeds.

But, what was proposed to be done, in the case referred to, was for the tenant for life to disclaim her life interest. It was contended that if that were done, there would be a a complete intestacy as to the whole estate. The result would be that under the A. of E. A., 1925, s. 33 (1), the estate would be held upon trust for sale with power to postpone a sale, and under s. 33 (5) the income (after payment of outgoings) "may, however such estate is invested, as from the death of the deceased, be treated and applied as income, and for that purpose any necessary apportionment may be made between tenant for life and remainderman." The effect of this provision is to make the rule in *Howe* v. *Earl of Dartmouth* inapplicable.

Under the A. of E. A., s. 46 (1) (i) (*a*), the widow would be entitled to the income during her life, there being no issue, and consequently would take the whole of the royalties so long as the same remained unsold. Her position would therefore be better than under the trusts declared by his will.

It was, however, argued that s. 49 of the A. of E.A. prevented that result from being achieved.

That section commences—

"Where any person dies leaving a will effectively disposing of part of his property this Part of this Act shall have effect as respects the part of his property not so disposed of subject to the provisions contained in the will and subject to the following modifications."

It is not necessary to set out the modifications. The contention was that this section ought to be construed to mean that the provisions of that part of the Act should take effect subject to the whole of the provisions in the will, including any which became inoperative by virtue of lapse disclaimer, or other event. If this contention had prevailed the result would have been that the rule in *Howe* v. *Earl of Dartmouth* would have applied, because it would have been applicable had the trusts of the will taken effect. The learned judge (Maugham, J.), however, did not accept that view. He held that the words used in s. 49 were intended to show that the provisions of the Act relating to property not disposed of by a will must take effect subject only to the provisions of the will which remained operative and effective. As a result, therefore, upon the widow executing a disclaimer of her life interest under the will she would be entitled to a life interest under the Act, including the whole of the royalties. That seems logical, but it is a somewhat curious result. The testator was, of course, presumed to know of the rule in *Howe* v. *Earl of Dartmouth* and to have meant it to apply as there was nothing in the will indicating a contrary intention. It seems, therefore, that by the expedient of disclaiming the life interest under the will the widow could override the presumed intention of the testator and become entitled to the royalties as received by the personal representatives.

Of course, the personal representatives could at any time sell the royalties and invest the proceeds. But until that was done the widow would be entitled to the whole.

It will be interesting to see what the decision will be if a similar case comes before the court where the life interest is given subject to conditions or until re-marriage. Probably the same principle will apply.

Landlord and Tenant Notebook.

Power to Execute Improvements in spite of Covenants in Lease.

It may be convenient to examine the position of a tenant who is desirous of executing alterations to premises held under a lease which contains covenants against making alterations.

The Landlord and Tenant Act, 1927, has of course materially altered the position of such a tenant.

If the premises in question constitute a holding within the meaning of Pt. I of the Act, i.e., premises used for the purpose of a trade or business, the rights of the tenant are considerably greater than if the premises do not constitute such a holding.

As regards the execution of improvements, the tenant has two distinct rights. In the first place he enjoys the right of actually executing the improvements against the wishes of his landlord, and secondly the right of ultimately recovering from his landlord the value of such improvements at the termination of his tenancy.

Are these rights, however, affected in any way by reason of the fact that the lease contains covenants which preclude the tenant from executing the improvements in question?

It is submitted that in such circumstances the covenants can be entirely disregarded.

So long as the improvements in question satisfy the requirements of paragraphs (*a*), (*b*) and (*c*) of s. 3 (1) of the Act, the tribunal will generally have the power to order their execution notwithstanding any provision in the lease to the contrary, provided of course that the circumstances are not such as to take the case entirely out of the Act by virtue of s. 9, which refers to contracting out.

This seems to follow as a necessary consequence of sub-s. 4 of s. 3, which is as follows:—

> "Where no such notice of objection as aforesaid to a proposed improvement has been served within the time allowed by this section, or where the tribunal has certified an improvement to be a proper improvement, it shall be lawful for the tenant as against the immediate and any superior landlord to execute the improvement according to the plan and specification served on the landlord, or according to such plan and specification as modified by the tribunal or by agreement between the tenant and the landlord or landlords affected, *anything in any lease of the premises to the contrary notwithstanding.*"

And once the improvements have been executed in accordance with s. 3, it would appear equally to follow that the tenant could at the termination of his tenancy recover compensation for such improvements and that too notwithstanding that the improvements were executed in the teeth of opposition by the landlord and in a sense contrary to the covenants into which the tenant had entered with his landlord.

Where on the other hand the premises in question do not constitute a holding within Pt. I of the Act the tenant will have to pray in aid the provisions of s. 19 (2), which provides (*inter alia*) that:—

> "In all leases whether made before or after the commencement of this Act containing a covenant, condition or agreement against the making of improvements without licence or consent, such covenant, condition or agreement shall be deemed, notwithstanding any express provision to the contrary, to be subject to a proviso that such licence or consent is not to be unreasonably withheld."

It will be observed that this sub-section speaks of a covenant "against the making of improvements *without licence or consent*" so that it is not quite clear what the position would be if the covenant is an *absolute* covenant against the making of improvements. It will be interesting to see what view the courts will ultimately take of this distinction or alleged distinction.

Assuming that the tenant is in a position to avail himself of s. 19 (2), there will be three alternatives open to him. He may either carry out the improvement, provided, of course, that he has in the first place asked the landlord for his consent, leaving the question whether the refusal was being unreasonably withheld to be determined afterwards, or he may take out an originating summons, or else bring an action for a declaration.

In addition to the above, it might further be noted that in certain circumstances, i.e., where *inter alia* the term originally created was for more than seventy years, and more than fifty years have expired, the tenant may avail himself of s. 84 of the Law of Property Act, 1925, and make an application to the authorities for the discharge or modification of the restrictive covenants in question.

Obituary.

Mr. JAMES DRUITT.

Mr. James Druitt, solicitor, of Bournemouth, died there on the 16th inst. at the age of eighty-three. Articled to his father, James Druitt, of Christchurch, and admitted in 1867, he was one of the oldest practising solicitors on the Rolls. He succeeded his father as Clerk to the Bournemouth Improvement Commissioners in 1877 and became the first Town Clerk of the borough on its incorporation in 1890. This appointment he resigned in 1902, the rapid growth of the town having rendered the appointment of a whole-time officer necessary, subsequently became Councillor and Alderman, and Mayor in 1914. He was made a Justice of the Peace for the borough in 1913. He was in partnership with his cousin, Mr. William Harvey Druitt, from December, 1883 (under the style of J. & W. H. Druitt), until the death of the latter in February, 1909, from which date he continued the practice under the same name, his two sons (Mr. James V. Druitt and Mr. Geoffrey T. Druitt) being admitted to partnership with him shortly after the end of the war.

H.

Our County Court Letter.

THE SHARING OF COSTS.

In the recent case of *Stokes and Slade* v. *Woodgate*, at Birmingham County Court, the plaintiffs claimed £46 4s. 6d. for professional services as Chartered Accountants. The defendant's late husband had left more money than could be accounted for by his income tax returns, and—in view of the additional assessments for the preceding five years—the plaintiffs were instructed to investigate the position of the estate. The plaintiffs' case was that no fee was agreed, but £25 had been paid on account, and the defendant's son was notified that the fee would not be less than fifty guineas, and would possibly be much more. The plaintiffs ultimately suggested £77 18s., but they agreed to split the difference between that sum and fifty guineas, and to charge £65. Two items were paid, but there was a dispute as to the balance claimed, the defence being that the fee had been agreed at £45, of which £15 was to be paid to the defendant's solicitor. The latter subsequently wrote that as the plaintiffs had declined to honour the arrangement, he would render his own account for the amount originally agreed to be included in their bill, but the plaintiffs replied that they knew nothing of an arrangement to charge the solicitor's costs in their bill, adding that the fundamental rules of the charter of their institute barred such an arrangement, which they also understood to be disapproved by The Law Society. His Honour Judge Dyer, K.C., held that there was no arrangement that the account should be subject to reduction, and he gave judgment for the amount claimed, with costs.

The Solicitors Act, 1843, c. 73, s. 32, prohibits a solicitor from acting as agent for any person not duly qualified, or from permitting his name to be used in any matter for the profit of an unqualified person. The Royal Charter of the Institute of Chartered Accountants, cl. 19, states that the fundamental rules shall be . . . . (2) a member shall not directly or indirectly allow or agree to allow of participation by a solicitor in the profits of his (the member's) professional work or accept or agree to accept any part of the profits of the professional work of a solicitor or any commission or bonus thereon.

The Divisional Court considered an agreement with a solicitor, who was *not* a party in the action, in *Harper* v. *Eyjolfsson* [1914] 2 K.B. 411. The plaintiff lost his employment as a solicitor's managing clerk through being summoned by the defendant for false pretences, and on his acquittal he obtained damages for malicious prosecution, having supported his claim by producing his service agreement. The latter was held to contravene the above-named section, whereby it was illegal and ought not to have been given in evidence, and a new trial was ordered. Mr. Justice Ridley and Mr. Justice Bankes (as he then was) held that the agreement would have been valid if it had only provided for a bonus on profits from business introduced by the managing clerk, but that it was rendered void by a subsequent provision for the continuance of the bonus after the termination of the engagement. The latter arrangement was held to indicate that the business belonged to the unqualified person and not to the solicitor, who was therefore permitting the business to be carried on in his name in breach of the Solicitors Act, 1843, s. 32, *supra*.

The above was described by Mr. Justice Shearman as not a very satisfactory case in *Lake* v. *Bartlett and Gluckstein*, (1921), 37 T.L.R. 316, in which the plaintiff claimed £132 17s. as one-third of the profit costs on business he had introduced, in accordance with an alleged agreement with one of the partners. The defendants denied that such an agreement was entered into, and the learned judge held that the bargain had been—not to share profits—but to pay something for introducing work, and he gave judgment for the plaintiff for £50 and costs.

The point of view of professional misconduct was considered in *In re a Solicitor* (1913), 29 T.L.R. 354, where the respondent, through the agency of an association financed by him, had solicited debt-collecting and business transfer work as an adjunct to his practice as a solicitor. In certain cases the respondent's connexion with the association had not been disclosed, his object being to procure litigious business on terms which were champertous and improper, viz.—a share by way of percentage of the property recovered. The Divisional Court held that as the respondent had severed his connexion with the association, in accordance with *In re a Solicitor* [1912] 1 K.B. 302, it would suffice if he paid the costs.

Practice Notes.

GOLFERS' RIGHT OF SEARCH.

The crimes committed in the name of golf are not cognisable under the summary jurisdiction, as shown by a recent case at Halesowen. A youth was summoned for doing wilful damage to the extent of 6d. to growing oats, and a police sergeant stated that he had seen the defendant walking about looking for golf balls in the prosecutor's field, which was protected by barbed wire. The defendant was only a short distance inside the field, and an area of four yards had been trampled down, but the prosecutor admitted in cross-examination that he had brought the case in order to stop people from trespassing. It was submitted for the defence that (1) in view of the last reply there was no case to answer, the admission on the question of trespass having ousted the jurisdiction of the magistrates, (2) there was no proof that the defendant went on the land for the purpose of wilfully destroying the crops, as it had been stated that he was in search of a golf ball, (3) the case was brought as a cheap method of preventing trespass, and was therefore an abuse of the process of the court, the proper remedy being obtainable in the county court. Mr. T. W. Adshead, chairman, stated that the bench upheld the objection, and the summons was therefore dismissed. The privileges of golfers, therefore, approximate to those of foxhunters, although if a pastime can secure immunity from prosecution it is not obvious why innumerable courting couples should be fined for committing damage to mowing grass.

RETAILERS' LIABILITY FOR SHORT WEIGHT.

The need for the abandonment of rule-of-thumb methods was recently emphasised at Exmouth in *Edwards* v. *Venner*, the defendant being charged with having in his possession articles for sale not marked as required by the Sale of Food (Weights and Measures) Act, 1926. The case for the Devon County Council was that seventeen half-pound packages of butter were over ¼-oz. deficient in weight, some being as much as 7½ drams short. The defendant's case was that his wife had obtained thirty-two half-pound packets from the farmer who had supplied him for two years, and that the wrappers bore the imprint "½-lb. nett," although the defendant had not tested the weight as he was no aware that he was responsible in such circumstances. The farmer's evidence was that, although the butter was usually made by hand, the packets in question were churn-made, and as they therefore contained more moisture they would be affected by the thundery weather. The chairman (Mr. H. Mann) stated that if the defendant were bound over, and would thereupon buy some weights and scales, the main object of the law would be fulfilled, but it was objected on the defendant's behalf that this course suggested guilt, whereas the Bench had held there was no criminal intent. The chairman pointed out that there had been some negligence, as the defendant had never been in the habit of testing the weight of butter, but the summons was eventually dismissed—the defendant having been in the business for about twenty years without complaint.

POINTS IN PRACTICE.

Questions from Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to The Assistant Editor, 29, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Legacy of Shares—Ademption—New Company taking over old Company with same objects.

Q. 1683. A, who died in 1929, by her will, dated in 1919, gave her three shares in the undertaking known as "C.A.S. & Co. Ltd." to C absolutely. The "A.D.C. Ltd." took over "C.A.S. & Co. Ltd." in 1924 or 1925, both companies having similar objects, and the question arises whether the legacy is adeemed owing to the subject-matter of the gift having been changed during A's life, she having no shares in "C.A.S. & Co. Ltd." at the time of her death. Halsbury, vol. 28, para. 1181, points out that where there is a change in the nature of the specific property given, ademption follows, unless the change is in name and form only, and the property exists as substantially the same thing, though in a different shape, and that the court may find that the thing bequeathed is the property which for the time being should represent the property which the testator formerly had and the gift in that case is not dependent on the specific investments representing the gift at the date of the will, but includes re-investments into which they can be traced. In the case in question the change of investment was not made by A herself, but by one company taking over the other. Does ademption in these circumstances take place or does C take the shares in the "A.D.C. Ltd." in pursuance of the bequest to her of the shares in "C.A.S. & Co. Ltd." contained in the will?

A. If the effect of the taking over of "C.A.S. & Co. Ltd." is to give the testator an interest in an entirely new undertaking there will be an ademption as in *Re Slater* [1907] 1 Ch. 665. But if the shares in the original company still exist, though in a different form, e.g., if there has been nothing more than a consolidation or sub-division, there will be no ademption: *Turner* v. *Leeming* [1912] 1 Ch. 828. Upon the facts given, it would appear that an ademption has taken place as the shares in "C.A.S. & Co. Ltd." have ceased to be held by the testator and shares in "A.D.C. Ltd." have been issued in their stead. If this is so, the case is extremely similar to *Re Slater* quoted above. The case of *Re Macartney; Brookhouse* v. *Barman* (1920), 36 T.L.R. 394, may also be consulted, but as the conversion in that case was of Government stock it is clearly distinguishable from *Re Slater*.

Cesser of Annuity—Who accountable for Estate Duty.

Q. 1684. On the divorce of A from his wife B a trust fund was constituted and XYZ became trustees thereof, upon trust by means of the income to pay an annuity to B during her life, and subject thereto on trust for A, his executors, administrators and assigns. A re-married and on his re-marriage with C assigned his interest in the trust fund to MN as trustees, upon trust during the remainder of the life of B to pay A, his executors, administrators or assigns the surplus income not required for B's annuity, unless and until A, his executors or administrators should fail to pay a specified annuity to C (an event which has not happened). On the death of B XYZ can pay over the trust fund to MN (A's assigns) who would hold it upon the trusts of the settlement whereof they are trustees. A died, and estate duty is payable on the cesser of his life interest in the surplus income of the trust fund whereof XYZ are trustees. XYZ must pay that duty when assessed, and presumably being accountable for their dealings with the capital of their trust fund must be satisfied that it is assessed correctly. Who are the proper persons to procure the assessment of the duty, XYZ or MN? We understand that MN say "we stand in the shoes of the deceased. The duty is payable on his death in respect of his interest and we are his assigns of his total interest. We are therefore the people to whom you are ultimately accountable and are not concerned to account to anybody beyond us. We should therefore ascertain the duty payable although, when ascertained, we can require you to pay it?" Are MN justified? or should XYZ say "The trustees of the funds out of which duties are payable are the persons responsible for payment and are also responsible to see that they pay the right amount, and must therefore procure the assessment." XYZ are people who expect their professional advisers to ensure that they do whatever is incumbent on them, incur no risk and are put to no needless trouble. Hence the enquiry.

A. The proper persons to have the estate duty assessed and to pay it are XYZ: see Finance Act, 1894, ss. 8 (4) and 9 (1). The capital clearly does not pass to "A's" executors but remains vested in the trustees, XYZ, and they are obviously the accountable parties. If they did not pay the duty, the Revenue could call upon other persons for it, among them being MN. Although the question is not put to me, I think it is my duty to raise the question whether in fact any duty is payable on the former wife's death. Have the questioners considered, for instance, the exemptions conferred by the Finance Act, 1896?

Landlord and Tenant—Death of Tenant—Agricultural Holdings Acts—Notice.

Q. 1685. An old form of farm agreement after providing for the usual twelve months' notice to quit on either side, proceeded as follows: "and in the case of the tenant's death during the continuance of the tenancy it (i.e., the tenancy) shall determine on the . . . day of . . . following without notice." Having regard to s. 25 of the Agricultural Holdings Act, 1923, is such a clause still valid? Section 24 deals with the contingency of the death of the landlord, but there appears to be nothing dealing with the death of the tenant (see "Jackson's Agricultural Holdings," 7th ed., p. 62). If such a provision is valid, would the executors of the deceased tenant be disentitled to compensation for disturbance?

A. It is believed the question raised is an entirely new one, and that there is no direct authority on the matter. The two material sections are 23, which deals with tenancies for two years or upwards, and 25, which deals with a notice to quit. Reference can be made to *Edell* v. *Dulien* [1923] 2 K.B. 247, as to the construction of the corresponding sections of the Act of 1920. The judgments, however, do not materially assist as far as the present query is concerned. It is clear that had the agreement provided for termination by notice after the death of the tenant (other than a twelve months' notice expiring with the end of a current year of tenancy), the provision would have been invalid. It would appear, however, that the case of a tenancy from year to year, with a provision for termination at a fixed day after the happening of an event, such as the death of the tenant, is not provided for by either of the sections, and, although the case in question is obviously within the spirit of the Act, it does not seem to be within the letter of either section. The opinion is therefore given, though with some hesitation, that the tenancy will determine on the date named in the agreement and that no compensation for disturbance will be payable. If the question of compensation is the only one at issue, the difficulty can be got over, if the tenant has not been dead three months, by ignoring the provision for cesser of the tenancy and giving within the three months not less than twelve months' notice expiring of course with an ordinary year of tenancy: see s. 12 (7) (c).

Correspondence.

Noisy Motor Cars.

Sir,—In the "Current Topics" of your issue of 29th June, 1929, you state that whereas hitherto it has only been possible to deal with noise due to exhaust gases not properly dealt with by means of an effective silencing arrangement, the new regulations which operate from the 1st August next, deal with *all kinds of noises* made by motor cars.

May I point out that the new regulations do not in any way assist the police in the difficulty they have always been under in prosecutions for noise arising from exhaust gases in which the prosecutor must prove that the silencer used is "unsuitable and insufficient": Motor Cars (Use and Construction) Order, 1904, Art. 4 (7). The fact is that a silencer may be "suitable and sufficient" if the engine is properly regulated, but if the engine is raced or "revved," as the motor cycling fraternity call it, the result is pandemonium.

The creator of the disturbance, however, is entitled to an acquittal if, as is generally the case, the ordinary silencer supplied with the machine is fitted. What is wanted, I suggest, is a regulation prohibiting unnecessary noise under penalty.

Dogpole, Shrewsbury, R. F. Prideaux.
18th July.

[My intention was merely to point out that the new regulations dealt with various mechanical and other noises in contrast to exhaust gases. I agree with your correspondent that the new regulations leave as before the question of noises due to exhaust gases.

I do not hold, however, that it is always a complete defence to prove that the standard silencer supplied by the makers, and in good order, is in use. If the noise is due to excessive speed and the silencer is efficient only at a speed within the legal limit, the driver may be guilty of an offence. If a man has a silencer ineffective at the speed at which he chooses to drive, I think that may be regarded as an ineffective silencer. —Your Contributor.]

Trust for Sale subject to a Condition of Residence.

Sir,—I have read with interest your contributor's article under the heading "A Conveyancer's Diary," in your issue of 13th July.

It seems from this article that a trust for sale might be employed where a testator desires to leave a house to his wife for life, subject to a condition of residence, but I have not yet been able to find a precedent adopting this method. I shall be much obliged if your contributor could refer me to such a precedent or indicate the lines on which such a trust should be framed.

Birmingham. R. Cyril Yates.
19th July.

Administration of Estates Act, 1925.

Sir,—Here is a query which, I think, is worthy of attention.

Q. Administration of Estates Act, 1925. Is the second para. of sub-s. (2) of s. 51 to be read as if the words "in respect of whom, or of whose estate, a committee or receiver has been appointed" were inserted after "a lunatic or defective"? Putting it in another way, what is the position with regard to the freehold land of a person who was on 1st June, 1926, lawfully detained as a lunatic, and is subsequently discharged as sane and dies intestate, no committee (as defined in s. 55), or receiver, having ever been appointed?

Norwich. Ernest I. Watson.
22nd July.

[We thank our subscriber for his interesting query, with which we hope to deal in "A Conveyancer's Diary" a little later.—*Ed.*, Sol. J.]

Legal Parables.

The Diffident Advocate.

XL.

Tobias Timid was a solicitor with a sound conveyancing practice. He was a leader of the local temperance movement, addressed the Band of Hope, and generally acted in the manner of a well-behaved member of society.

One day Timid's admitted managing clerk was suddenly taken ill, and as there was no time to make any other arrangements he was called upon to appear in the local police court in the role of defending solicitor for a gentleman who had violently assaulted one, Henry Raucaus, by striking him upon the nose with his fist.

The plea was one of provocation, and Tobias was horrified when he discovered that he had to put to the complainant certain dreadful expressions which, said the defendant, had led up to the affray.

Mr. Timid waited in a flurry of apprehension and mentally commented upon the too-rubicund features of the chairman of the bench. These thoughts he wrote on paper for the edification of his clerk who was sitting beside him.

When the time came for cross-examination Tobias could not bring himself to pronounce the awful words used by Mr. Raucaus and nervously handed up a paper upon which he had scribbled the wicked utterances, with a polite question as to whether such words had been used.

"Certainly not," bellowed the complainant.

The bench desired to see the paper and after a scandalised perusal of its contents did not call upon the defendant to give evidence, but congratulated him upon his public spiritedness and dismissed the case.

Mr. Timid congratulated himself upon his advocacy, but was surprised to find on returning to the office a paper in his bag bearing the words "Did you call the defendant a—son of a—old——" a further perusal of his papers failed to bring to light another slip bearing the words "Sir Edward's face is a fine advertisement for the local brewery," and sincerely hoped he had not dropped it anywhere about the court.

Moral—Diffidence may succeed once but outspokenness is safer.

Reviews.

Everyday Statutes Annotated. An Abridgment containing Statutes of Practical Utility in Force on 1st January, 1929, with Notes of Cases bearing on their Interpretation. S. E. Williams, Barrister-at-Law. Vol. 1: "Act of Parliament" to "Criminal Law." Medium 8vo. pp. viii and 890. 1929. London: Sweet & Maxwell, Ltd., and Stevens & Sons, Ltd. £8 8s. net per set of 4 vols.

This work is an attempt to confine within a reasonable number of volumes all the statute law which is in common use and, by annotation, to show how this law has been affected by decided cases.

We have no information as to how many volumes of this work will eventually be published, nor do we find much information in the preface as to what statutes are to be included in the succeeding volumes. In these circumstances it is impossible to write a full review of this work in its unfinished state.

On the title page the work is stated to be "an abridgment containing Statutes of practical utility in force on 1st January, 1929, with notes of cases bearing on their interpretation," and vol. 1 is alleged to embrace the subjects "Act of Parliament" to "Criminal Law." In fact, however, many of the subjects under these titles are not dealt with in this volume, but are reserved for later volumes. Thus, for "Accidents" the reader is referred to "Master and Servant," for "Accumulation" to "Property Law and Will" and for "Acquisition of Land" to "Lands Clauses."

In the preface we are told that all statutes which do not "come to men's business and bosoms" will be omitted, and all those to which almost daily reference is made will, with some exceptions, be included. These exceptions are statutes dealt with in yearly treatises, such as the annual practice. The editor admits that in this respect he is not quite logical, but claims that it is better to be "practical than logical" and "compendious rather than comprehensive."

It must be admitted that there are many statutes which are seldom required in general practice, and if this work, when finished, really includes all statutes which are of general use, it may be some convenience to have them included in a work of reasonable dimensions. There are, however, so many dangers lurking in an abridged statute book that we doubt whether the benefits to be derived from it outbalance the risk of inaccuracy involved.

So long as a statute remains unrepealed it may at any time "come to our business and bosoms," and for this reason we cannot advise that any abridgment such as "Everyday Statutes" can safely be relied on as a substitute for the official publication of the statutes, or, indeed, of "Chitty's Statutes." Again, it is difficult, if not impossible, for one man, however learned, out of his own experience to say which statutes ought to be omitted; for a statute which has never affected him may affect many of the purchasers of his work. Another danger in this form of abridgment arises from the fact that some statutes have an indirect bearing upon others, by an amendment or repeal of a previous statute, and the omission of a statute may result in the omission of the amending provision. A good example of this danger is provided by the first statute given in this work, for the amendment to the Interpretation Act of 1889 by the Parliamentary Titles Act, 1927, s. 2 (2) is omitted.

These considerations lead us to the conclusion that an abridgment of the Statute Book, not issued by authority, may result in an expensive duplication of literature, without giving any very material benefit.

The work is well set up in clear type and contains a table of titles. It does not, however, contain either a table of cases or a table of statutes cited in the footnotes.

Books Received.

Palmer's Company Law. A practical book for lawyers and business men. With an Appendix, containing the Companies Act, 1929, and the Companies (Winding Up) Rules. Thirteenth Edition. Alfred T. Topham, LL.M., K.C., assisted by Alfred Taylour, M.A. pp. clxxiv and (with Index) 766. 1929. London: Stevens & Sons, Ltd. 25s. net.

Stock Exchanges, London and Provincial Ten Year Record of Prices and Dividends (shewing relative prices where par values have been altered), compiled by Frederick C. Mathieson & Sons. 1919 to 1928, inclusive. Twenty-first issue. Super Royal 8vo. pp. 560. No. 21. 1929. London: Frederick C. Mathieson & Sons, 16, Copthall-Avenue, E.C.2. 20s. net.

The New Company Law, as it affects (A) *Private Companies*; (B) *Public Companies.* Herbert W. Jordan, Company Registration Agent. Demy 8vo. pp. xiii and (with Index) 106. 1929. London: Jordan & Sons, Ltd. 4s. net.

Changes in Company Law, together with Comparative Tables. Philip J. Sykes, M.A., Barrister-at-Law. Demy 8vo. pp. xii and 148. London: Butterworth & Co. (Publishers), Ltd. 6s. net.

The Companies Act, 1929, with Introduction, Full Notes, Comparative Table of Sections and Index. T. J. Sophian. Medium 8vo. pp. x and (with Index) 284. London: Sweet & Maxwell Ltd. 10s. 6d. net.

Notes of Cases.

House of Lords.

Tannock (Pauper) *v.* **Brownieside Coal Co.** 11th July.

Workmen's Compensation—Partial Incapacity—Loss of an Eye—Fit for Work of a Certain Kind—Total Incapacity—Workmen's Compensation Act, 1925, s. 9 (4).

This was an appeal from an interlocutor of the first division of the Court of Session in Scotland on a case stated in an arbitration under the Workmen's Compensation Act, 1925. The appellant was a miner and had suffered injuries in the course of his employment which resulted in the permanent loss of the sight of his right eye. He was paid 30s. a week from the date of the accident until 11th July, 1927, as for total incapacity and thereafter at the rate of £1 as for partial incapacity until 9th December, 1927, when the respondents ceased to pay on the ground that the appellant's incapacity had ceased. Since the latter date the appellant had been fit to resume his former employment and had taken all reasonable steps to obtain work as a miner, but had failed to secure employment. The blindness of his right eye was the main cause of his failure to secure employment. The arbitrator found that the appellant was entitled to compensation in respect of continued incapacity and ordered that his incapacity should be treated as total incapacity until further order. The first division took the view that the application of s. 9 (4) was limited to cases in which the range of employment for which the workman was physically capable was still restricted as compared with his capacity before the accident and they accordingly answered the question of law in the negative and reversed the decision of the arbitrator. The question for the court was whether on the construction of s. 9 (4) the appellant was entitled to compensation on the basis of total incapacity.

Lord Warrington of Clyffe, in delivering judgment, said the real question was whether on the true construction of s. 9 (4) the workman's employment before the injury was or was not included in the expression "employment of a certain kind." The facts which by the sub-section the appellant was required to prove had been proved to the satisfaction of the arbitrator, and the sub-section would apply if the workman was within the meaning of the words one "who has so far recovered from his injuries as to be fit for employment of a certain kind." The words "so far recovered" did seem to indicate that the legislature was contemplating some condition short of complete recovery. But assuming that to be so the appellant had not completely recovered. He was and always would be deprived of the sight of one eye. That being so, the only question was whether his former employment was excluded by the words "employment of a certain kind." He did not think those words could be so limited. The court had to construe and give effect to the words of the statute, and if those words went further than the legislature intended it was for that body to correct them. The appeal should be allowed and the award of the arbitrator restored.

Lords Buckmaster, Dunedin, Atkin and Thankerton concurred.

Counsel: *J. C. Watson*, K.C., *J. A. R. MacKinnon* (both of Scottish Bar), and *Dewar Gibb*; *MacRobert*, K.C., *J. R. Marshall* (both of Scottish Bar), and *Aitken Watson*.

Solicitors: *Findlay, McClure & Co.*, for *R. Maguire, Cook & Co.*, Glasgow, and *Allan MacDougall & Co.*, Edinburgh; *Beveridge & Co.*, for *W. T. Craig*, Glasgow, and *W. & J. Burness, W.S.*, Edinburgh.

[Reported by S. E. Williams, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Riley *v.* **Brown.** Roche, J. 18th July.

Breach of Promise—Promisor dies during Action Pending — Public Trustee as Executor made

DEFENDANT—WHETHER ACTION ENDS WITH DEATH—NATURE OF SPECIAL DAMAGES.

In this action the plaintiff, Annie Riley, a widow, claimed damages for alleged breach of promise to marry from George Albert Brown. The statement of claim was delivered on 31st October, 1928, and on 19th November, 1928, the defendant died. The public trustee was his executor, and on 15th March, 1929, an order was made in Chambers for the continuance of the action between the plaintiff and the public trustee as defendant. Pursuant to a further order in Chambers at the instance of the public trustee, the plaintiff, as required thereby, alleged particulars of special damage as follows: (1) The taking of a flat at her late fiancé's request; (2) the giving up of an active and remunerative business in order to nurse Brown. The public trustee contended that the claim was bad in law on the ground that it could not be maintained by reason of Brown's death; and further, that if the action were maintainable the damage alleged was not sufficient in law to maintain the action.

ROCHE, J., held that the contention of the defendant that a plaintiff could not recover for a breach of promise by a dead promisor was well founded. He did not decide the case on that ground, however, but was also of opinion that there were no special damages alleged of the class necessary to support the action. The defendant's contentions were good and there must be judgment for him, with costs.

COUNSEL: *J. E. Singleton*, K.C., and *Chitty Thomas*, for the public trustee; *Eastham*, K.C., and *Wynn Werninck*, for the plaintiff.

SOLICITORS: *W. J. and E. H. Tremellen*, for *Percy H. Stephenson and Hoghton*, St. Annes-on-Sea; *Indermaur and Brown*, for *T. H. Morgan and Co.*, Colwyn Bay.

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Clifton *v.* Holborn Borough Council.

Lord Hewart, C.J., Avory and Branson, JJ. 19th July.

LOCAL GOVERNMENT—SUNDAY STREET TRADING—COUNCIL'S REFUSAL TO GRANT LICENCE—PROHIBITION UNDER THE SUNDAY OBSERVANCE ACT, 1677 (29 CAR. 11, c. 7).

Case stated from a decision of one of the Metropolitan magistrates, Bow-street Police Court.

The appellant, George Clifton, appealed from a refusal by the respondents, the Holborn Borough Council, to grant him a Sunday street trading licence under the London County Council (General Powers) Act, 1927. Before the magistrate the following facts were proved or admitted: (1) The appellant, who had sold vegetables in Little Earl-street for upwards of forty years, applied on 9th January, 1929, for a licence to trade in that street on Sundays; (2) on 14th January, the respondents refused to grant the licence on the grounds that (*a*) they did not consider Sunday street trading in the borough necessary or desirable, and (*b*) Sunday street trading was contrary to the Sunday Observance Act, 1677. The magistrate held, that the object of the Act of 1927 was to enable borough councils to regulate street trading, and there was nothing in it to amount to an implied repeal of the Act of 1677, and he upheld the refusal.

Lord HEWART, C.J., said that the appeal ought clearly to be dismissed. The sale of vegetables in the street on Sunday came within the words of the Sunday Observance Act, 1677, and the council were entitled to say that they could not grant a licence to do what was unlawful under some other statute. That ground was itself sufficient, and the appeal must be dismissed.

COUNSEL: *Roland Burrows*, for the appellant; *Bertram Long*, for the respondents.

SOLICITORS: *W. T. Ricketts and Son; Lionel Walford*, Town Clerk, Holborn.

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Societies.

Carnegie Endowment and the Middle Temple.

The Carnegie Endowment for International Peace has allotted the sum of $7,000 to cover the cost of purchase and presentation to the Middle Temple Library of a collection of American law books and reports. The Middle Temple Library has for many years claimed, and rightly so, to have the best collection of American Law Reports in Europe, and it is anticipated that the donation by the Carnegie endowment will fill all remaining gaps in the various State reports.

Mr. John S. Sheppard, Chairman of the Library Committee of the Association of the Bar of the City of New York, in making known the endowment's decision, stated, in a letter to Mr. H. A. C. Sturgess, the Middle Temple Librarian: "I know that you will be highly pleased with the news which has just come to me from President Nicholas Murray Butler (of Columbia University), the Director of the Carnegie Endowment for International Peace, to the effect that at the meeting of the executive committee of that endowment, held 14th May, an allotment of $7,000, or so much thereof as may be necessary, was made to cover the cost of purchase and presentation to the Middle Temple Law Library of London of a collection of American law books and reports, the expenditure of this allotment to be made under the direction of the Division of Intercourse and Education. . . . I am very happy indeed to have had the opportunity of assisting you in some slight way in the loyal and indefatigable efforts you have been making to set up a satisfactory American Law Library in London . . . May I add, too, a word of gratification over the humble share I have played in this gift because of the broader significance it seems to me to have in bettering and making closer the relationship betwixt England and America and the feeling betwixt Englishmen and Americans? This seems to me one of the most important things to accomplish to-day, because it seems to me that the future welfare of the world depends a good deal upon the united and sympathetic action on the part of these two great branches of the Anglo-Saxon race." Mr. Sheppard also suggested that some plan might be worked out whereby access to the Middle Temple Library may be made available to members of the New York City Bar Association and to American lawyers certified to by that association, upon such terms and conditions as will fairly protect the Middle Temple Library.

The work of acquiring the books to be given will be carried out by Mr. F. O. Poole, librarian of the New York City Bar Association, in conjunction with the Endowment's Director of the Division of Intercourse and Education.

The Right Hon. Sir Ellis Hume Williams, Bart., P.C., K.B.E., K.C., Treasurer of the Middle Temple, has forwarded the following letter in acknowledgment of the gift to President Nicholas Murray Butler:—

"28th June, 1929.

"My dear Mr. Murray Butler,

"As Treasurer of the Middle Temple Society, I am deputed to acquaint you with the fact that at a meeting of the Bench, held this day, a unanimous resolution was passed, requiring me to write on behalf of the Middle Temple Society to yourself, expressing our grateful thanks and sincere appreciation of the magnificent gift to our library, mentioned by Mr. John S. Sheppard in his letter of the 10th May last. This gift will complete the American Law Library which we have been carefully collecting for some years, and will, we believe, make one of the best libraries of American Law existing in this country. I am directed to convey to you our profound thanks, not only for the gift, but for the sentiments expressed in the letter of Mr. Sheppard. It is indeed a pleasure to us to feel that the existence of this Law Library may do something towards strengthening the traditional ties of affection and mutual respect which exist, not only in the legal profession, but among the peoples of our two countries.

"With reference to your suggestion that American lawyers visiting this country, who are either members of your Association, or bring with them your certificate, should have access to the Middle Temple Library, I am directed to say, not only that the library will be open to them, but that we shall have the greatest possible pleasure in offering to them a sincere welcome, and affording them such help and guidance as may be in our power.

"With renewed expressions of thanks to yourself and to the Carnegie Endowment for International Peace,

"Believe me to be,

"Faithfully yours,

"(Signed) E. HUME WILLIAMS,

"Treasurer and President of the Middle Temple Bench for the year."

This gift marks a further advance towards the ideal law library as described by Sir Fortunatus Dwarris, a former

Treasurer of the Middle Temple, in the following words:—"A law library . . . contained (or ought to contain) the laws of all ages, and of all countries, and the laws which governed them; the *legum leges*. Next, the most important, it showed the application of those laws in the thousands and tens of thousands of adjudged cases, reported from all the Courts, and accumulated and recorded in the law library."

Gloucestershire and Wiltshire Incorporated Law Society.

The annual meeting of members of this Society was held at Fosse Bridge, near Cirencester, on Tuesday, 9th inst.

The members present included Mr. A. C. Jonas (Salisbury), President; Mr. H. St. G. Rawlins (Cirencester), Vice-President; Messrs. W. G. Gurney, B. T. Gurney, A. S. F. Pruen, H. H. Thompson, I. D. Yeaman (Cheltenham), R. J. Mullins (Cirencester), F. H. Bretherton, C. G. Clutterbuck, E. F. T. Fowler, T. Hannam-Clark, J. H. Jones (Gloucester), E. C. Elwell (Highworth), G. H. Pavey-Smith (Nailsworth), J. R. Morton Ball, R. H. Smith (Stroud), J. L. Calderwood, W. H. Kenneir, J. W. Pooley, J. W. Pridham (Swindon), H. Dale (Wootton Bassett), with Mr. J. W. Haines, Hon. Treasurer, and Herbert H. Scott, Hon. Secretary.

Mr. H. St. G. Rawlins (Cirencester) was appointed President and Mr. W. R. Bloxam (Stroud) Vice-President, for the ensuing year. The annual reports of the general, library and poor persons cases committees were presented and adopted, and a sum of £56 10s. was voted for charitable objects.

After luncheon at the Fosse Bridge Hotel, the members proceeded to the Roman Villa at Chedworth, returning to take tea with the new president.

The Society now consists of 137 members, solicitors practising in Gloucestershire and Wiltshire.

The Law Society.

STUDENTSHIPS FOR 1929.

The Council, acting on the recommendation of the Legal Education Committee, have made the following award of four studentships of the annual value of £40 each, tenable for one year, but renewable at the discretion of the Council:—

CLASS A.

(*Candidates under nineteen years of age.*)

Mr. Robert Edward Ball (Westminster School).

Mr. Edgar Carmichael Robbins (Westminster School, and The Law Society's School of Law).

CLASS B.

(*Articled clerks having not less than three years to serve.*)

Mr. Kenneth Macleod Kirby (Caterham School, and The Law Society's School of Law).

Mr. Clement Wilfred Jarvis (Sir Andrew Judd's School, Tonbridge, and The Law Society's School of Law).

Mr. Ball is articled with Mr. J. Ball, of London; Mr. Robbins is articled with Mr. E. H. Coe, of London; Mr. Kirby is articled with Mr. P. G. Wright, of London; and Mr. Jarvis is articled with Mr. A. Campbell Wade, of London.

Each studentship is awarded on the condition that the holder proceeds and continues to pursue a course of studies for the external degree in laws of the University of London.

Highly commended in Class A.—Mr. Ronald Arthur Orchard, (Bradfield College, and articled with Mr. E. J. Bechervaise, of Portsmouth).

COUNCIL ELECTION, 1929.

At the adjourned general meeting of the Society held on Thursday, the 18th inst., the scrutineers reported the names of the candidates duly elected, as follows, viz.:—

	Total votes.
Herbert Harger Scott	2,717
Sir Charles Henry Morton, J.P.	2,711
Arthur Murray Ingledew	2,687
Samuel Saw	2,634
Hugh Matheson Foster	2,598
Philip Raynsford Longmore	2,598
Harry Derwent Simpson	2,486
Sir Harry Goring Pritchard	2,416
Philip Hubert Martineau	2,379
Douglas Thornbury Garrett	2,374
Arthur Croke Morgan	2,309
Francis Edward James Smith	2,192
Harold Nevil Smart, C.M.G., O.B.E.	2,097

Mr. Arthur Eales Pridham, Solicitor (seventy), of Cannon-place, Hampstead, N.W., and Theobald's-road, Gray's Inn, W.C., left estate of the gross value of £6,045.

In Parliament.

House of Lords.

Progress of Bills.

Poor Law Bill [H.L.]. Read a second time. 16th July.

Pier and Harbour Provisional Roads Bill. Read a second time. 16th July.

Land Drainage Bill [H.L.]. Read the third time and passed. 22nd July.

Unemployment Insurance Bill. Read a second time and committed. 22nd July.

Irish Free State (Confirmation of Agreement) Bill. Read a second time and committed. 22nd July.

Protection of Animals (Amendment) Bill. Motion for second reading defeated. 23rd July.

Housing (Revision of Contributions) Bill. Brought from Commons and read the third time and passed. 24th July.

Colonial Developments Bill. Read the third time and passed. 24th July.

House of Commons.

London County Council (Co-ordination of Passenger Traffic) Bill. Amendment for rejection (upon a division) agreed to. 17th July.

London Electric Railway Companies (Co-ordination of Passenger Traffic) Bill. Amendment for rejection agreed to. 17th July.

Irish Free State (Confirmation of Agreement) Bill. Read the third time and passed. 18th July.

Unemployment Insurance Bill. Read the third time and passed. 18th July.

Colonial Development Bill. Read the third time and passed. 19th July.

Housing (Revision of Contributions) Bill. Read the third time and passed. 22nd July.

Development (Loan Guarantees and Grants) Bill. Read the third time and passed. 23rd July.

Land Drainage Bill [H.L.] Read a second time. 24th July.

Questions to Ministers.

FRENCH WAR LOANS (BRITISH BONDHOLDERS).

Commander SOUTHBY asked the Secretary of State for Foreign Affairs if he will press upon the French Government the claims of those British subjects who subscribed to the four French War Loans issued between 1915 and 1918 to have their loans repaid in full, observing that these British bondholders came to the assistance of France at a critical time and would now appear to be penalised for so doing?

The CHANCELLOR OF THE EXCHEQUER (Mr. Philip Snowden): At the moment I can only say that I will take any opportunity which presents itself of placing before the French Government the claim of the British bondholders for consideration. 15th July.

COMPANIES ACT.

Mr. SMITHERS asked the President of the Board of Trade how many actions in the Courts have been initiated under Section 92 of the Company Law Amendment Act, 1928; and what has been the result of such actions?

Mr. W. GRAHAM: There have, up to the present, been no cases for prosecution, but some are still under consideration.

Mr. SMITHERS: Is the right hon. Gentleman aware that these "share pushers" are becoming active again, and will he, if I bring a case to his notice, consult with the Home Secretary and see what action can be taken?

Mr. GRAHAM: Certainly. 17th July.

INSURANCE BUSINESS.

Mr. ALBERY asked the President of the Board of Trade whether, in view of the fact that certain insurance companies and underwriters frequently endeavour to evade the payment of risks, for which they have received adequate premiums, on purely technical grounds, he will consider the desirability of introducing legislation at an early date with a view to safeguarding the public interest in this matter?

Mr. W. GRAHAM: If the hon. Member will give me more specific information as to the nature of the legislation which he thinks desirable, I shall be happy to consider it. 17th July.

MERCHANDISE MARKS ACT (STANDING COMMITTEE).

Mr. LOUIS SMITH asked the President of the Board of Trade whether the Government proposes to continue the functions of the Standing Committee appointed under the Merchandise Marks Act?

Mr. W. GRAHAM: Yes, Sir. 18th July.

PERSONAL INJURY, COMPENSATION.

Mr. ALBERY asked the Minister of Health whether he proposes to amend the present Act so that Poor Law relief shall not be stopped in the case of a recipient who is awarded some financial compensation on account of personal injury received in an accident?

Mr. GREENWOOD: The special case to which the hon. Member refers is only one of many which would have to be considered in the event of the introduction of amending Poor Law legislation, and I am not at present in a position to undertake that any such legislation will be introduced. 22nd July.

AGRICULTURAL WORKERS (INSURANCE).

Mr. FREEMAN asked the Minister of Agriculture whether he has considered if the Unemployment Insurance Acts can also be applied to agricultural and farm workers?

Mr. N. BUXTON: I would refer my hon. Friend to the answer given by my right hon. Friend the Parliamentary Secretary to a similar question on 10th July (to the effect that the matter "is under careful consideration"). I am sending him a copy. 22nd July.

LIQUOR TRAFFIC.

ROYAL COMMISSION.

Mr. LEIF JONES asked the Home Secretary what progress has been made towards the setting up of the promised Royal Commission on the sale and supply of intoxicating liquor; whether the terms of reference have been settled; and who will be the chairman and members of the Royal Commission?

Mr. SHORT: My right hon. Friend regrets that he is not yet in a position to make any statement on this subject. 22nd July.

CHEAP RAILWAY TICKETS (COMPANIES' LIABILITY).

Mr. TURTON asked the Minister of Transport:

(1) whether he proposes to initiate legislation making it compulsory for the railway companies to print on the face of the ticket the fact that cheap excursion tickets are issued under conditions absolving the companies from all liability for injuries or death caused to a passenger through the companies' negligence;

(2) whether he will consider the desirability of initiating legislation to prevent the railway companies from issuing cheap tickets subject to the condition that the dependants of a passenger holding such a ticket where death has been caused through the company's negligence shall forfeit their right to maintain an action against the company?

Mr. HERBERT MORRISON: Railway companies are, as the hon. Member is aware, at present liable, under common law and otherwise, to pay compensation for injuries to passengers due to negligence of the company or their servants. It is, however, open to passengers to enter into special contracts by which the companies' liabilities are lessened, but I do not at present feel prepared to recommend Parliament to consider legislation on the matter. I will, however, bring the hon. Member's suggestions to the notice of the Royal Commission on Transport. 22nd July.

JUSTICES OF THE PEACE.

Mr. FREEMAN asked the Solicitor-General whether all advisory committees on the appointment of magistrates include representatives of each of the three political parties?

THE SOLICITOR-GENERAL: All advisory committees which have been re-constituted and appointed for fixed terms of office include representatives of the three political parties There may be committees which have not been re-constituted upon which a particular political point of view is not represented, but every effort is being made, when the committees are re-constituted, to give them a representative character. 22nd July.

LEGAL AND GENERAL ASSURANCE SOCIETY.

At an extraordinary general meeting held on the 23rd inst., the special resolutions for the removal of restrictions on qualification for membership of the Society and for the reduction of the shareholding qualification of directors, passed at the extraordinary general meeting held on the 2nd inst., were confirmed.

Shares can now, therefore, be held by persons not connected with the legal profession.

Rules and Orders.

THE COUNTY COURT DISTRICTS (MISCELLANEOUS NO. 1) ORDER, 1929, DATED 16TH MAY, 1929.

I, Douglas McGarel Lord Hailsham, Lord High Chancellor of Great Britain, by virtue of section 4 of the County Courts Act, 1888,(*a*) as amended by section 9 of the County Courts Act, 1924,(*b*) and of all other powers enabling me in this behalf do hereby order as follows:—

1. The Parishes or parts of Parishes set out in the first column of the Schedule to this Order shall be detached from, and cease to form part of, the County Court Districts set opposite to their names respectively in the second column of the said Schedule, and shall be transferred to, and form part of, the County Court Districts set opposite to their names respectively in the third column thereof.

2. In this Order "Parish" shall have the same meaning as in the County Courts (Districts) Order in Council, 1899,(*c*) provided that the boundaries of every parish mentioned in this Order shall be those constituted and limited at the date of this Order.

3. This Order may be cited as the County Court Districts (Miscellaneous No. 1) Order, 1929, and shall come into operation on the 1st day of July, 1929, and the County Courts (Districts) Order in Council, 1899, as amended shall have effect as further amended by this Order.

Dated the 16th day of May, 1929.

Hailsham, C.

SCHEDULE.

First Column. Parishes.	Second Column. County Court Districts.	Third Column. County Court Districts.
	Dorsetshire.	*Dorsetshire and Hampshire.*
Kinson.	Wimborne Minster.	Poole and Bournemouth.
		Wiltshire.
Pentridge.	Wimborne Minster.	Salisbury.
East Woodyates.	Wimborne Minster.	Salisbury.
West Woodyates.	Wimborne Minster.	Salisbury.
	Lincolnshire.	*Lincolnshire.*
Keelby.	Market Rasen & Caistor.	Great Grimsby.
Riby.	Market Rasen & Caistor.	Great Grimsby.
Great Limber.	Market Rasen & Caistor.	Great Grimsby.
Brocklesby.	Market Rasen & Caistor.	Great Grimsby.
Bigby.	Market Rasen & Caistor.	Brigg and Scunthorpe.
	Warwickshire.	*Staffordshire.*
West Bromwich, part of, viz., The Barr Ward of the County Borough of West Bromwich.	Birmingham.	West Bromwich.
	Worcestershire.	*Warwickshire.*
Birmingham, part of, viz., The part which constituted the Parish of Quinton immediately before the Local Government Board's Provisional Order (1910) Confirmation (No. 13) Act, 1911, (*d*) came into operation.	Stourbridge.	Birmingham.

(*a*) 51-2 V. c. 43. (*b*) 14-5 G. 5, c. 17.

(*c*) S.R. & O. 1899, No. 178, printed as amended to 1903, S.R. & O. Rev., 1904, III, County Court, E., 1.

(*d*) 1-2 G. 5 c. xxxvi.

Long Vacation, 1929.

NOTICE.

During the Vacation, up to and including Thursday, 5th September, all applications "which may require to be immediately or promptly heard," are to be made to The Hon. Mr. Justice LUXMOORE.

COURT BUSINESS.—The Hon. Mr. Justice LUXMOORE will, until further notice, sit in The Lord Chancellor's Court, Royal Courts of Justice, at half-past 10 on Wednesday in each week commencing on Wednesday, 7th August, for the purpose of hearing such applications of the above nature, as, according to the practice in the Chancery Division, are usually heard in court.

PAPERS FOR USE IN COURT.—CHANCERY DIVISION.—The following Papers for the Vacation Judge are required to be left with the Cause Clerk in attendance at the Chancery Registrars' Office, Room 136, Royal Courts of Justice, on or before 1 o'clock, two days previous to the day on which the application to the Judge is intended to be made:—

1.—Counsel's certificate of urgency or note of special leave granted by the Judge.

2.—Two copies of notice of motion, one bearing a 5s. adhesive stamp.

3.—Two copies of writ and two copies of pleadings (if any).
4.—Office copy affidavits in support, and also affidavits in answer (if any).

No Case will be placed in the Judge's Paper unless leave has been previously obtained or a Certificate of Counsel that the Case requires to be immediately or promptly heard, and stating concisely the reasons, is left with the papers.

N.B.—Solicitors are requested when the application has been disposed of, to apply at once to the Judge's Clerk in Court for the return of their papers.

URGENT MATTERS WHEN THE JUDGE IS NOT PRESENT IN COURT OR CHAMBERS.—Application may be made *in any case of urgency*, to the Judge personally (if necessary), or by post or rail, prepaid, accompanied by the brief of Counsel, office copies of the affidavits in support of the application, and also by a Minute, on a separate sheet of paper, signed by Counsel, of the order he may consider the applicant entitled to, and also an envelope, sufficiently stamped, capable of receiving the papers, addressed as follows :—" Chancery Official Letter : To the Registrar in Vacation, Chancery Registrars' Office, Royal Courts of Justice, London, W.C.2."

The address of the Vacation Judge can be obtained on application at Room 136, Royal Courts of Justice. Vacation Registrar.—Mr. RITCHIE (Room 188).

CHANCERY CHAMBER BUSINESS.—The Chancery Chambers will be open for Vacation business on Tuesday, Wednesday, Thursday and Friday in each week, from 10 to 2 o'clock.

KING'S BENCH CHAMBER BUSINESS.—The Hon. Mr. Justice LUXMOORE will sit for the disposal of King's Bench Business in Judge's Chambers at 11 a.m. on Tuesday in each week.

PROBATE AND DIVORCE.—Summonses will be heard by the Registrar, at the Principal Probate Registry, Somerset House, every day during the Vacation at 11.30 (Saturdays excepted).

Motions will be heard by the Registrar on Wednesdays, the 14th and 28th August, and the 11th and 25th September, at the Principal Probate Registry at 12.15.

Decrees will be made absolute on Wednesdays, the 7th and 21st August, the 4th and 18th September and the 2nd October.

All Papers for making Decrees absolute are to be left at the Contentious Department, Somerset House, on the preceding Thursday, or before 2 o'clock on the preceding Friday. Papers for Motions may be lodged at any time before 2 o'clock on the preceding Friday.

The Offices of the Probate and Divorce Registries will be opened at 10 a.m. and closed at 4 p.m., except on Saturdays, when the Offices will be opened at 10 a.m. and closed at 1 p.m.

Legal Notes and News.

Honours and Appointments.

Mr. FREDERICK HARLAND DAUNCEY, solicitor (Messrs. Dauncey & Sons), Newport (Mon.), has been appointed Registrar of the Newport (Mon.) County Court and also District Registrar of the High Court as from the 1st August next. Mr. Dauncey was admitted in 1899.

Mr. C. W. CLOUGHTON, assistant town clerk of Maldon (Essex), has been appointed Town Clerk in succession to Mr. F. H. Bright, solicitor, who is shortly to retire.

Mr. A. N. SCHOFIELD, assistant solicitor in the Department of the Town Clerk of the City of Sheffield (Sir William E. Hart), has been appointed Assistant Town Clerk and Deputy Clerk of the Peace for the County Borough of Rotherham.

Mr. A. RIX, assistant clerk to the West Ashford Board of Guardians, has been appointed Clerk in succession to Mr. J. M. Poncia, who has retired.

The Town Council of Bromley (Kent) has decided to confer the Freedom of the Borough upon Mr. F. H. NORMAN, the Town Clerk, who is retiring on 30th September next after forty-eight years in the local government service, thirty-nine of which have been spent at Bromley.

Sir LEWIS BEARD, solicitor, town clerk of the City and County Borough of Bradford, has now completed twenty-five years of service in that office and has received the congratulations of the Town Council.

VISCOUNT HAILSHAM has resumed his directorship of the Legal and General Assurance Society Limited.

Resignations.

Mr. R. WILLIAMS, solicitor, Clerk to the Urban District Council of Ashborne, has resigned after twenty-one years' service.

CERTIFIED ACCOUNTANTS.

The next Examinations of the London Association of Accountants will be held on 3rd, 4th and 5th December, in London, Glasgow, Edinburgh, Newcastle, Birmingham, Belfast, Cork, Dublin, Leeds, Sheffield, Manchester, Liverpool, Cardiff, Bristol, Nottingham, Hull and Plymouth. Women are eligible under the Association's regulations to qualify as certified accountants upon the same terms and conditions as are applicable to men. Particulars and forms are obtainable at the office of the Association, 50, Bedford-square, London, W.C.1.

HEREFORD SOLICITOR AND HIS CREDITORS.

At the Hereford County Court on Tuesday the 9th inst., Mr. Bertram P. Crawshaw, solicitor, Hereford, applied to Judge Roop Reeve for his discharge. The Official Receiver offered no objection and the discharge was granted, suspended for one month.

A SOLICITOR'S FAILURE.

At the examination of G. C. R. Taylor, solicitor, Kirby, at the Colchester Bankruptcy Court the deficiency, under the revised statement of account was stated to be £6,912. The examination was closed.

SALE OF PROPERTIES—2ND JULY.

Of the four freehold properties which were (as announced in THE SOLICITORS' JOURNAL on the 1st June last) to be offered for sale by Messrs. Richard Ellis & Son at the Mart, on Tuesday, 2nd July, it is interesting to note that No. 40 Mansell-street was sold privately before the Auction, 204/206 St. George-street, remained unsold, 2 Lower Thames-street was postponed owing to negotiations in progress and Bridge Mills was sold privately in excess of the figure of £27,000 at which it was withdrawn at the Auction.

WOMEN AND THE LAW.

Miss Alice M. Platt, who was articled with Mr. T. W. M'Lean, solicitor, Castle-street, Liverpool, and who was admitted on 5th June, is the first woman, resident in Liverpool, to have served her articles and qualified as a solicitor in that city.

Miss Margaret Ruth Gaulter Kean, more familiarly known as " Peggy " Kean, the daughter of Major J. H. Kean, a well-known Fleetwood solicitor, has secured the distinction of being the first woman solicitor in the Fylde. She is also the first woman Notary Public in England and Wales.

Miss Doris Vera Wadeson, who recently passed the final examination of The Law Society, when admitted in November, becomes Portsmouth's first lady solicitor. Miss Wadeson is a daughter of the late Mr. R. H. Wadeson, solicitor, who practised for so many years at Southsea, and a sister of Mr. Henry H. Wadeson, who took over the practice.

LORD MOYNIHAM'S BROADCAST APPEAL FOR CANCER.

The Committee of The Cancer Hospital (Free), Fulham-road, London, express their grateful appreciation of the encouraging response to Lord Moynihan's appeal broadcast on Sunday last. Hundreds of letters have been received from all parts of the country enclosing donations of amounts varying from 1s. to £2,000.

Many thousands of pounds are still required for the urgently needed enlargement and improvement of the accommodation for the treatment of patients with radium and X-rays, and for the provision of private wards. Will all those who desire to respond kindly send their donations to the Secretary at the hospital. Cheques should be made payable to The Cancer Hospital (Free), and crossed " Coutts & Co."

JUDGE WHO WON'T TALK BUSINESS ON THE 'PHONE.

" You will have to be very careful to keep your lips away from the Dictaphone occasionally if it repeats all you say. You will frighten some of your typists, I should think,' remarked Mr. Justice Eve in the Chancery Division recently when told that a solicitor used a Dictaphone for dictating a draft of a deed of voluntary settlement which it was sought to rectify.

His lordship further remarked : " If you will employ such means I do not wonder it has gone wrong.

" People want to talk to me sometimes over the telephone. I say to them ' No, put it in writing.'

" I do not mind discussing pleasure over the telephone."

LIFE OF SIR EDWARD MARSHALL HALL.

Messrs. Victor Gollancz, Limited, announce the publication in the early autumn of a life of the late Sir Edward Marshall Hall, K.C. The author, Mr. Edward Marjoribanks (M.P. for Eastbourne), undertook the biography at the request of Lady Marshall Hall, and has had full access to Sir Edward's notes and letters, with the result that he is able to narrate the great advocate's cases (which it will be remembered comprise many of the most "sensational" *causes célèbres* of our time) "from the inside."

The Earl of Birkenhead will contribute an Introduction, and the book will be embellished with many extremely rare illustrations—among them, many of the weapons from Sir Edward's collection of criminal implements, drawings made by Wood in court, the two chains on which the defence "turned" in the *Yarmouth Murder Case*, a drawing of Bennett (the beach murderer) made in court by "Spy," and a remarkable photograph taken in court of the Seddon death sentence.

REGISTRATION OF ACCOUNTANTS.

Following on the request made to the accountancy profession by the Local Legislation Committee that it should consider the question of registration, the London Association of Accountants has prepared a draft Registration Bill to which the Council of the Association gave its approval at a meeting held a few days ago. Sir Thomas Robinson, Chairman of the Local Legislation Committee, recently stated that in the opinion of the Committee the time had arrived when the profession of accountancy should establish a register on the lines of the law and medical services, in order that all qualified accountants should have the opportunity of giving public service.

THIRTEEN JUDGES HEAR EMPIRE CASES.

For the first time in its history the Judicial Committee of the Privy Council, the final appellate tribunal of the Empire, had three boards sitting on Monday hearing Canadian and Indian appeals and a petition. The three presiding judges were the Lord Chancellor, Lord Dunedin, and Lord Atkin, and altogether thirteen judges were occupied.

DEFAULTING SOLICITORS.

William Edward Allen (64), solicitor, pleaded guilty at the Staffordshire Assizes on the 5th inst., when charged with misappropriating trust funds amounting to £5,300, and when a sentence of seven years penal servitude was passed he collapsed and had to be assisted to the cells. He was until recently registrar of Leek County Court.

Arthur Francis Heane, formerly a solicitor, was remanded at Nottingham last week on charges of fraudulently converting sums of £478 and £400 to his own use. He is alleged to have disappeared from London three years ago.

George Edward Burke (53), land agent (formerly a solicitor), was sentenced to three years' penal servitude at Notts Assizes on Friday, the 5th inst., on pleading guilty to forging an endorsement on a cheque for £2 11s. 3d., payable to J. W. Hinchcliffe, an inspector of taxes, and afterwards to uttering the cheque.

John Scrymgeour Hepburn, an elderly solicitor, was charged at Glasgow Sheriff Court on Monday with embezzling £650, whilst acting as a law agent with a solicitor in Airdie. He was sentenced to twelve months' imprisonment.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE	EMERGENCY ROTA.	APPEAL COURT No. 1.	MR. JUSTICE EVE.	MR. JUSTICE ROMER.
M'nd'y July 29	Mr. Jolly	Mr. More	Mr. More	Mr. Hicks Beach
Tuesday .. 30	Hicks Beach	Ritchie	*Hicks Beach	*Andrews
Wednesday 31	Blaker	Andrews	Andrews	*More

DATE	MR. JUSTICE MAUGHAM.	MR. JUSTICE ASTBURY.	MR. JUSTICE CLAUSON	MR. JUSTICE LUXMOORE.
M'nd'y July 29	Mr. Andrews	Mr.*Jolly	Mr. Blaker	Mr. Ritchie
Tuesday .. 30	More	Ritchie	Jolly	*Blaker
Wednesday 31	Hicks Beach	*Blaker	Ritchie	*Jolly

The Long Vacation will commence on Thursday, the 1st day of August, 1929, and terminate on Friday, the 11th day of October, 1929, inclusive.

*The Registrar will be in Chambers on these days, and also on the days when the Courts are not sitting.

VALUATIONS FOR INSURANCE. It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is generally very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac, a speciality.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (7th February, 1929) 5½%. Next London Stock Exchange Settlement Thursday, 15th August, 1929.

	MIDDLE PRICE 24th July	INTEREST YIELD. £ s. d.	YIELD WITH REDEMPTION. £ s. d.
English Government Securities.			
Consols 4% 1957 or after	82¼	4 17 3	—
Consols 2½%	54½	4 11 9	—
War Loan 5% 1929-47	100¾	4 19 3	—
War Loan 4½% 1925-45	94½	4 15 3	5 0 0
War Loan 4% (Tax free) 1922-42	100¼	3 19 10	4 0 0
Funding 4% Loan 1960-1990	86	4 13 0	4 13 6
Victory 4% Bonds (available for Estate Duty at par) Average life 35 years	91½	4 7 5	4 10 0
Conversion 4½% Loan 1940-44	94½	4 15 3	5 0 0
Conversion 3½% Loan 1961	75	4 13 4	—
Local Loans 3% Stock 1912 or after	62	4 16 9	—
Bank Stock	245	4 18 0	—
India 4½% 1950-55	87	5 3 6	5 9 0
India 3½%	64½	5 8 6	—
India 3%	55½	5 8 1	—
Sudan 4½% 1939-73	92	4 17 10	4 16 6
Sudan 4% 1974	84	4 15 3	4 16 0
Transvaal Government 3% 1923-53 (Guaranteed by British Government, Estimated life 15 years)	82	3 13 2	4 4 0
Colonial Securities.			
Canada 3% 1938	85	3 10 7	4 19 0
Cape of Good Hope 4% 1916-36	93	4 6 0	5 4 0
Cape of Good Hope 3½% 1929-49	80	4 7 6	5 2 0
Commonwealth of Australia 5% 1945-75	96	5 4 2	5 4 8
Gold Coast 4½% 1956	94	4 15 9	4 14 0
Jamaica 4½% 1941-71	94	4 15 9	4 16 6
Natal 4% 1937	93	4 6 0	5 5 0
New South Wales 4½% 1935-45	90	5 5 0	5 5 0
New South Wales 5% 1945-65	96	5 4 2	5 3 6
New Zealand 4½% 1945	95	4 14 9	4 17 6
New Zealand 5% 1946	100	5 0 0	4 12 0
Queensland 5% 1940-60	96	5 4 2	5 4 0
South Africa 5% 1945-75	100	5 0 0	4 17 0
South Australia 5% 1945-75	96	5 4 2	5 1 0
Tasmania 5% 1945-75	96	5 4 2	5 1 0
Victoria 5% 1945-75	96	5 4 2	5 1 0
West Australia 5% 1945-75	96	5 4 2	5 1 0
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corporation	61	4 18 4	—
Birmingham 5% 1946-56	102	4 18 0	4 16 0
Cardiff 5% 1945-65	101	4 19 0	4 19 0
Croydon 3% 1940-60	69	4 6 11	4 18 6
Hull 3½% 1925-55	76	4 12 1	5 0 0
Liverpool 3½% Redeemable by agreement with holders or by purchase	71	4 18 7	—
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	53	4 14 0	—
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	62½	4 16 0	—
Manchester 3% on or after 1941	61	4 18 4	—
Metropolitan Water Board 3% 'A' 1963-2003	63	4 15 0	—
Metropolitan Water Board 3% 'B' 1934-2003	64	4 13 9	—
Middlesex C. C. 3½% 1927-47	81	4 6 5	4 18 6
Newcastle 3½% Irredeemable	72	4 17 3	—
Nottingham 3% Irredeemable	61	4 18 4	—
Stockton 5% 1946-66	100	5 0 0	5 0 0
Wolverhampton 5% 1946-56	101	4 19 0	4 17 0
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	78½	5 1 11	—
Gt. Western Rly. 5% Rent Charge	96	5 4 2	—
Gt. Western Rly. 5% Preference	91½	5 9 3	—
L. & N. E. Rly. 4% Debenture	74	5 8 1	—
L. & N. E. Rly. 4% 1st Guaranteed	76½	5 13 6	—
L. & N. E. Rly. 4% 1st Preference	62½	6 8 0	—
L. Mid. & Scot. Rly. 4% Debenture	76½	5 4 7	—
L. Mid. & Scot. Rly. 4% Guaranteed	75	5 6 8	—
L. Mid. & Scot. Rly. 4% Preference	67	5 19 5	—
Southern Railway 4% Debenture	77	5 3 11	—
Southern Railway 5% Guaranteed	97	5 3 0	—
Southern Railway 5% Preference	85½	5 17 0	—

PRACTISING Solicitor would consider appointment as assistant where proper facilities would be given for the conduct of his own practice on terms. Experience mostly conveyancing and High Court litigation, some advocacy. London only.—Write "M.," Box 353, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR, B.A., LL.B. (Camb.), available for locum work or to assist busy solicitor. South. Conveyancing, probate, trust, and general.—Box 95, Solicitors' Journal, 29, Breams-buildings, E.C.4.

ADMITTED Managing Clerk, general practice large city seven years, two years sole charge, desires engagement owing to amalgamation. Specialities: litigation, advocacy. Athletic, bachelor, and insatiable worker. —"M.P.," Box 459, c/o Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (37), now in practice on own account, small connection, desires managing clerkship in London, with liberty to practise. Salary by arrangement.—"J.," Box 448, Solicitors' Journal, 29, Breams-buildings, E.C.4.

YOUNG Solicitor undertakes drafting accounts, looking up points, etc., for busy solicitors in return for small charge.—"E.," Box 275, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (2nd Class Honours), with over 30 years' continuous experience in conveyancing, trust and probate work, willing to assist Solicitors by post.—"S," Box 312, Solicitors' Journal, 29, Breams-buildings, E.C.4.

EX-OFFICERS AND OTHER RANKS.

THE Proprietors of The Solicitors' Journal have placed this space at the disposal of THE BRITISH LEGION OFFICERS' ASSOCIATION, EMPLOYMENT BUREAU, 3-4, Clement's Inn, Strand, London, W.C.2 (Telephone: Holborn 5769), to whom all replies should be addressed, quoting number of advertisement, date of insertion and the name of this paper.

EX-OFFICER (38), married, one child. Public school, desires secretarial or accountancy position. Previous experience in both capacities. Knowledge wine and spirit trade. Stocks and shares, etc. Good references Dis. 272

FLIGHT-LIEUTENANT. Air Force Reserve, Varsity man, seeks appointment home or abroad. Good pilot; drive any make car. Accustomed administration work; organiser; speaks Arabic, Hindustani. Prefer appointment in India, Burma. 10698

EX-CAVALRY Officer, married, age 32. Public school education; good knowledge French; seven years' experience marine insurance; surveying in Turkey. Seeks responsible position home or abroad. Good at sports. Excellent references. 10165

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